

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book
September 12, 2022
Regular Meeting No. 669

Table of Contents

	Page
Agenda for September 12, 2022, Regular Meeting	3
Minutes for August 8, 2022, Regular Meeting	7
Supplemental Information for September 12, 2022, Regular Meeting	25

**Lake Land College
Board of Trustees
District No. 517**

Engaging minds, changing lives, through the power of learning.



Regular Meeting No. 669
Monday, September 12, 2022, 6:00 p.m.
Board and Administration Center, Room 011, Mattoon

Agenda

I. Routine.

A. Call to Order.

B. Roll Call.

C. Consent Item.

(Any one member may remove an item from the consent item list simply by requesting the Chair to do so. Items removed will be discussed and voted immediately following passage of the consent item.)

1. Approval of Minutes of August 8, 2022, Regular Meeting.
2. Approval of Minutes of August 8, 2022, Closed Session.
3. Approval of Agenda of September 12, 2022, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses.
For summary and details of bills refer to:
<https://www.lakelandcollege.edu/board-of-trustees/>
5. Destruction of Tape Recording of the March 8, 2021 Closed Session.

II. Hearing of Citizens, Faculty and Staff.

III. Committee Reports.

A. ICCTA/Legislative	Ms. Denise Walk Mr. Gary Cadwell
B. Resource & Development	Mr. Gary Cadwell
C. Finance	Mr. Dave Storm
D. Buildings & Site	Mr. Kevin Curtis
E. Foundation	Mr. Tom Wright
F. Student Report	Ms. Maggie Kelly
G. President's Report	Dr. Josh Bullock

IV. Business Items.

A. Non-Action Items.

	Board Book Page Number(s)
1. Proposed Additions to City of Effingham Enterprise Zone.	25-37
2. Faculty Focus on Advancing Student Success – Early Childhood Education Program.	
3. Fall 2022 Tenth Day Enrollment Report.	
4. Annual Report of Special Event Tuition Waiver Requests.	38
5. Monthly Data Point Discussion – Utilization of Board-Approved Special Event or Program Tuition Waivers.	39-43
6. Proposed Revisions to Board Policy 05.04.08 – <i>Bereavement Leave</i> .	44-46
7. Proposed Revisions to Board Policies 07.06 – <i>Residency</i> and 07.06.01 – <i>Residency for Special Groups of Students</i> .	47-52
8. Proposed Revisions to Board Policy 10.27 – <i>Acceptance of Gifts and Grants</i> .	53-54
9. Proposed Revisions to Board Policy 10.31 – <i>Tax Abatement and Educational Incentives as an Inducement to Industry</i> .	55-59
10. Proposed Revisions to Board Policy 10.32 – <i>Pay Schedule</i> .	60-61
11. Calendar of Events.	62

B. Action Items.

	Board Book Page Number(s)
1. 2023 Trustee Election Information and Acceptance of Letters of Designation.	63-64
2. Approval of Special Event Tuition Waiver Requests.	65-69
3. Approval of Community Outreach Tuition Waiver Requests.	70
4. Acceptance of July 2022 Financial Statements.	71-76
5. Approval of TORT Document.	77-86
6. Declaration of Technology Items as Surplus.	87-90
7. Approval of Long-Term Lease with Jasper Holdings, LLC.	91-96
8. Approval of Revised Grant Acceptance for Early Childhood Education Grant.	97
9. Approval of Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) for a Highway Construction Careers Training Program.	98-143
10. Acceptance of IGEN Electric Vehicle Charging Station Grant.	144
11. Acceptance of IPRF Safety and Education Grant.	145
12. Approval of Bid for Ag Tech Lighting Replacement.	146-147
13. Approval of New Building Automation Software for Kluthe Building.	148-152
14. Approval of Termination of Agreement with BlackBeltHelp.	153
15. Approval of ServiceNow Agreement for IT Service Management (ITSM) and Contract with CDW for Implementation and Training.	153-181
16. Closed Session. Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1), closed session is called to discuss the appointment, employment, compensation, performance or dismissal of specific employees.	
[Return to Open Session - Roll Call]	
17. Approval of No. 0922-003 to Approve Sixth Addendum to Employment Agreement with Dr. Jonathan “Josh” Bullock, Lake Land College President, Extending the Term through June 30, 2025, as Discussed in Closed Session. <i>A complete copy of the proposed resolution and sixth addendum are available at: https://www.lakelandcollege.edu/board-of-trustees/agendas-board-books-minutes/ or by contacting the College’s Office of the President at 217-234-5222. Copies of the President’s original employment contract and the first through fifth addendums are available at: https://www.lakelandcollege.edu/board-of-trustees/board-of-trustees-employment-contracts/ or by contacting the College’s Office of the President at 217-234-5222.</i>	182-187
18. Approval of Human Resources Report as Discussed in Closed Session.	188-191

V. Other Business. (Non-action)

VI. Adjournment.

**Lake Land College
Board of Trustees
District No. 517**



Regular Board Meeting No. 668
Kluthe Center, Room 220
Effingham, IL
August 8, 2022

Minutes

Call to Order.

Chair Sullivan called the August 8, 2022, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 220 of the Kluthe Center, Effingham, IL.

Roll Call.

Trustees Physically Present: Mr. Gary Cadwell, Vice-Chair; Mr. Kevin Curtis; Mr. Dave Storm; Mr. Mike Sullivan, Chair; Mr. Thomas Wright, Secretary; and Student Trustee Maggie Kelly.

Trustees Absent: Ms. Doris Reynolds and Ms. Denise Walk.

Others Participating via Telephonic or Electronic Means: None.

Others Present: Dr. Jonathan Bullock, President; Mr. Ikemefuna Nwosu, Vice President for Academic Services; Ms. Jean Anne Highland, Chief of Staff; Ms. Seirra Laughunn, Executive Assistant to the President's Office; Ms. Valerie Lynch, Vice President for Student Services; Mr. Greg Nuxoll, Vice President for Business Services; and members of the staff.

Approval of Consent Items.

Trustee Curtis moved and Trustee Storm seconded to approve the following consent items:

1. Approval of Minutes of July 11, 2022, Regular Meeting.
2. Approval of Minutes of July 11, 2022, Closed Session.
3. Approval of Agenda of August 8, 2022, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 2 of 18

Education Fund	\$	303,960.31
Building Fund	\$	21,072.87
Site & Construction Fund	\$	55,110.00
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	86,056.13
Restricted Purposes Fund	\$	379,938.86
Working Cash Fund	\$	-
Audit Fund	\$	9,380.00
Liability Insurance Fund	\$	59,561.55
Student Accts Receivables	\$	142,119.68
Total	\$	1,057,199.40

For a summary of trustee travel reimbursement and details of bills refer to:
<https://www.lakelandcollege.edu/board-of-trustees/>

5. Destruction of Tape Recording of the February 4, 2021, Resources and Development Closed Session and the February 8, 2021, Closed Session.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Public Hearing on Proposed Fiscal Year (FY) 2023 Operating Budget.

Chair Sullivan called the hearing to order at 6:01 p.m. He said that the FY 2023 Operating Budget had been on display for a minimum of thirty days since it was presented at the June 29, 2022, Special Board meeting and asked if there were any comments from the audience. There were no public comments. Chair Sullivan then declared the hearing closed at 6:02 p.m.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Committee Reports.

ICCTA/Legislative.

Chair Sullivan said there was no report at this time.

Lake Land College Board of Trustees
Minutes – August 8, 2022
Page 3 of 18

Resource & Development.

Trustee Cadwell, Committee Chair, said the Committee had not met since the last regular Board meeting and he had no report at this time.

Finance.

Trustee Storm, Committee Chair, said the Committee had not met since the last regular Board meeting and he had no report at this time.

Buildings & Site.

Trustee Curtis said the Committee had not met since the last regular Board meeting and there was no report at this time.

Foundation.

Trustee Wright highlighted the following information and said this was provided by Ms. Christina Donsbach, Executive Director for College Advancement:

- The Foundation team has recently expanded again in hiring Donna McCoy, College Advancement Representative, who will greet individuals at the front office. The team is thrilled Donna came to us with an extensive background in foundation work with the University of Illinois Foundation.
- The golf registration for our annual Foundation Golf Classic is live on our Foundation website! We hope you can join us on Friday, September 30th!
- The Foundation scholarship application reopened for the month of August so please help us in spreading the word!

Student Report.

Ms. Maggie Kelly, Student Trustee, highlighted the upcoming Laker Athletic Golf Outing on August 14 and the Lake Land Welcome Day will be August 24. She said there will also be a Student Life open house held on August 31. She said the student life department is working hard to get clubs that have been on hiatus since COVID back into action with incentives and ideas. Ms. Kelly said the Student Government met this summer for team building and training. She said we have already created committees for getting student life plaques updated and in our new space. She announced that The Navigator News is ready for fall and is hiring! Ms. Kelly congratulated Ms. Paige Van Dyke, a recently graduated Laker, as she was crowned as the 2022 Miss Clay County Fair Queen. She said that two current students, Ms. Selah Brimmer and Ms. Anna Carrell, were also crowned as Miss Cole's County and Miss Effingham County. Ms. Kelly said she is very excited to serve as a fellow queen with these ladies. She also said that Laker Baseball Alum Hayden Birdsong was drafted in the sixth round of the MLB draft to the San Francisco Giants.

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 4 of 18

President's Report.

- Lake Land received \$1.66 million from the Illinois Department of Corrections (IDOC) in July and no funds from the Illinois Department of Juvenile Justice (IDJJ) toward the FY2022 outstanding balance. A total of \$154,693 remains outstanding for IDOC and \$110,710 for IDJJ. There are no outstanding FY2023 invoices for IDOC or IDJJ.
- In July, the College received payments from the State of Illinois for FY 2023 credit hour reimbursement of \$836,345 and equalization payments of \$544,608. A total of \$5.1 million in credit hour reimbursement and \$6 million in equalization remain outstanding for FY2023.
- The College received \$2.9 million in property tax payments in July.

Business Items.

Non-action Items.

Effingham Education Center (Kluthe) Update.

Mr. Jerry Tkachuk, Director of Effingham Education & Regional Extension Centers, provided an annual update on the Effingham Education (Kluthe) Center and the Regional Extension Centers. Mr. Tkachuk expressed his gratitude that the board held their meeting in Effingham this month.

FY 2019-2022 Strategic Plan Final Report.

Ms. Jean Anne Highland, Chief of Staff, highlighted key accomplishments for the FY2019-2022 Strategic Plan. She also highlighted a few of the College-level key performance indicators for monitoring student success over the long term.

Proposed Revisions to Board Policy 07.06 – Residency.

Ms. Valerie Lynch, Vice President for Student Services, provided a recommendation for the Board to approve revisions to Board Policy 07.06 – *Residency*. She said the Comprehensive Agreement Regarding the Expansion of Educational Resources (CAREER Agreement) was approved by ICCB in 2020, with all 39 community college districts in the state participating in this Agreement. Ms. Lynch said the policy revisions reflect Lake Land College's participation in the CAREER Agreement and clarify a student will not be classified as an Out-of-District resident if a student is attending under the provisions of the CAREER Agreement.

Ms. Lynch said this was submitted as first reading, and we will bring this back to the Board for approval during the September 2022 regular meeting.

Calendar of Events.

Trustees reviewed a calendar of upcoming events. Dr. Bullock highlighted the Laker Athletics Golf Outing to be held on August 14, 2022, the Opening Day Celebratory Breakfast and

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 5 of 18

Engaging Employee Event to be held August 19, 2022, the Unveiling of the new Retiree Wall of Fame being held on September 12, 2022, the Foundation Golf Classic on September 30, 2022, and the Foundation and Alumni Awards Reception to be held October 20, 2022.

Action Items.

Approval of Resolution No. 0822-001 to Adopt Fiscal Year 2023 Operating Budget.

Chair Sullivan said the Board of Trustees has fully reviewed and discussed the proposed FY 2023 operating budget during a special meeting held on June 29, 2022. President Bullock said the Finance Committee met in June for a thorough review of the proposed FY 2023 Budget and the Committee's consensus was to recommend to the Board approval of the Budget as presented.

Trustee Cadwell and Trustee Storm seconded to approve as presented Resolution No. 0822-001 to Adopt Fiscal Year 2023 Operating Budget. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Resolution No. 0822-002 Providing for the Issue of Not to Exceed \$17,000,000 General Obligation Community College Bonds of the District for the Purpose of Paying Claims Against the District, Providing for the Levy of a Direct Annual Tax Sufficient to Pay the Principal and Interest on Said Bonds, and Authorizing the Sale of Said Bonds to the Purchaser Thereof.

Trustees heard a recommendation from Mr. Nuxoll, Vice President of Business Services, for the Board to approve this resolution as the next step in a months' long process for the College to secure bonding funds for the capital improvement projects recently shared with the Board of Trustees and Buildings and Site Committee in April 2022 such as the Kluthe Renovation, the Effingham Rural Development Technology Center, and landscaping. He said this recommended motion is presented in collaboration with PMA Securities, the College's financial advisory firm.

Trustee Storm moved and Trustee Curtis seconded to approve as presented Resolution No. 0822-002 – providing for the issue of not to exceed \$17,000,000 general obligation community college bonds of the District for the purpose of paying claims against the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof. [A full and complete copy of the Resolution is attached to and part of these minutes.]

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 6 of 18

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Acceptance of June 2022 Financial Statements.

Trustees reviewed the June 2022 Financial Statements and heard from Mr. Nuxoll who highlighted the Financial Statements and significant variances.

Trustee Storm moved and Trustee Cadwell seconded to approve as presented the June 2022 Financial Statements.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Proposed Revisions to Board Policy 05.03 – *Bargaining Units*.

Trustees heard a recommendation by Dr. Bullock for the Board to consider proposed revisions to Policy 05.03 – *Bargaining Units*. Trustees received the details of the recommended changes. He reported these are needed to reflect the inclusion of the Illinois Department of Juvenile Justice (IDJJ) under the AFSCME contract.

We presented this recommendation as first reading for your consideration during the July 2022 regular meeting. Since that time, we have not received any questions or comments on this policy revision recommendation.

Trustee Cadwell moved and Trustee Curtis seconded to approve as presented proposed revisions to Board Policy 05.03 – *Bargaining Units*.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Proposed Revisions to Board Policy 06.38 – Course Materials Rental.

Trustees heard a recommendation from Mr. Nuxoll for the Board to consider proposed revisions to Policy 06.08 – *Course Materials*. Trustees were provided the details of the recommended changes. Mr. Nuxoll reported a key recommended change is to alter the deadline of textbook rentals – as detailed in item #8 of the Policy. He said that currently, the policy states textbook rentals are due on the fifth college business day following exams. However, Mr. Nuxoll reported that data since Fall 2015 shows an average of 550 unreturned books each semester, which is an average of \$60,000 per semester, or around 10% of students receiving charges and blocks each semester. He said he is hopeful that aligning a book return deadline with the date a semester closes will enable more students to provide timely returns of the textbooks. Mr. Nuxoll said other proposed revisions included a title correction, omission of obsolete information regarding software, and textbook and instructional materials process clarifications.

We presented this recommendation as first reading for your consideration during the July 2022 regular meeting. Since that time, we have not received any questions or comments on this policy revision recommendation.

Trustee Storm moved and Trustee Curtis seconded to approve as presented revisions to Board Policy 06.38 - *Course Materials Rental*.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Proposed Revisions to Board Policy 07.16 – Student/Instructor Withdrawals and Adoption of Board Policy 07.16.01 – Student Financial or Physical Hardship Withdrawal Process.

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve revisions to Board Policy 07.16 – *Student/Instructor Withdrawals* and to adopt Board Policy 07.16.01- *Student Financial or Physical Hardship Withdrawal Process*. He said that Governor Pritzker signed the Student Debt Assistance Act into law on May 27, 2022. He continued to say that Public Act 102-0998 took effect immediately and requires that every institution of higher education adopt a policy establishing a financial or physical hardship withdrawal process for students by the upcoming academic year to limit the financial detriment to students whose circumstances require them to withdraw before attaining a degree. Mr. Nuxoll said this also requires us to publish our policy on our College's website and provide it to students during student orientation.

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 8 of 18

Trustee Curtis moved and Trustee Storm seconded to approve as presented revisions to Board Policy 07.16 – *Student/Instructor Withdrawals* and adopt as presented Board Policy 07.16.01 *Student Financial or Physical Hardship Withdrawal Process*.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Proposed Revisions to the following Board Policies: 10.29 – Collection of Tuition and Fees on Delinquent Accounts, 10.35 – Collection of Non-Sufficient Funds and 11.13 – Traffic Regulations and Parking.

Trustees reviewed a recommendation from Ms. Jean Anne Highland that the Board approve revisions to the three above-referenced Policies. She said in action item #6, the Student Debt Assistance Act was signed into law on May 27, 2022 and took effect immediately. Ms. Highland said another component of this law is that it prohibits all public and private institutions of higher education from conditioning the release of a student's unofficial or official transcript on the payment of "debt" owed to the institution. She said the Act provides various restriction parameters based upon a request being for an unofficial transcript or official transcript. She also said the proposed revisions to each Policy reference that we will follow all applicable law, including Public Act 102-0998, when responding to transcript release requests.

Ms. Highland requested the Board waive first reading and approve revisions to the three above-referenced Board Policies at the August meeting in order to have these policies updated by the beginning of the new academic year.

Trustee Curtis moved and Trustee Storm seconded to approve as presented revisions to Board Policies 10.29 - *Collection of Tuition and Fees on Delinquent Accounts*, 10.35 – *Collection of Non-Sufficient Funds*, and 11.13 – *Traffic Regulations and Parking*.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Architectural Fees for Construction Related Projects.

Trustees heard a recommendation from Mr. Nuxoll in which he reminded Trustees that the Board previously approved the hiring of Bailey Edward of Champaign as the College's

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 9 of 18

construction architect of record and entered into an AIA Document B121 – Standard Form of Master Agreement. Mr. Nuxoll said the administration is ready to proceed with work on specific projects and he requested the Board approve architectural fees to Bailey Edward of Champaign for construction related projects as follows:

- Campus Master Plan & Facility Condition Assessment – \$180,000.
- Rural Development Technology Center in Effingham, IL – Phase 1 - \$747,565.
- Women’s Locker Room Project - Proposed Fees of \$107,650.

Mr. Nuxoll clarified that this additional Board approval for fees per specific project is needed due to the dollar amount involved with each project.

Trustee Cadwell moved and Trustee Curtis seconded to approve as presented architectural fees to Bailey Edward of Champaign, the College’s construction architect of record, for construction related projects as follows:

- Campus Master Plan & Facility Condition Assessment – \$180,000.
- Rural Development Technology Center in Effingham, IL – Phase 1 - \$747,565.
- Women’s Locker Room Project - Proposed Fees of \$107,650.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Acceptance of College Bridge Grant from ICCB.

Trustees heard a recommendation from Dr. Bullock requesting that the Board accept a one-year College Bridge grant for \$220,000 from the Illinois Community College Board (ICCB). He said that this grant will help the College provide minority, first generation, and low-income students with the skills and resources to succeed as they transition into the community college from their high school, or for adults beginning or returning to college, as they transition into college. Dr. Bullock said the College will be reaching out to high school students not planning to pursue higher education to invite them to focus groups to learn what barriers they may be facing. He said the College also plans to hire a Transition Coordinator and Classroom Assistants for the Pathways for the Future alternative education program. Additionally, he said the grant will provide classroom supplies, career exploration virtual reality software and field trips for students to local businesses for students to learn about different career options.

Trustee Storm moved and Trustee Curtis seconded to accept the one-year College Bridge grant for \$220,000 from the Illinois Community College Board (ICCB).

There was no further discussion.

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page **10** of **18**

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Acceptance of Illinois Cooperative Work Study Grant from the Illinois Board of Higher Education.

Trustee heard a recommendation from Dr. Bullock for the Board to accept the above-referenced, one-year grant in the amount of \$50,000. He said with this grant, the College will provide cooperative internship experiences inclusive and accessible to all qualified students, with a projected participation level of 29 students. Dr. Bullock said the targeted programs include Building Construction Technology, Horticulture, Automotive Technology, Applied Engineering Technology, Business and Mechanical-Electrical Technology. He said twelve employers have indicated interest in participating in this program.

Dr. Bullock said that Career Services will coordinate this grant and will collaborate with TRIO Student Support Services to reach out to first generation, rural and adult students in making the program more accessible.

Trustee Curtis moved and Trustee Storm seconded to accept the one-year Illinois Cooperative Work Study Grant for \$50,000 from the Illinois Board of Higher Education (IBHE).

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Community Partner Agreement with the Board of Education of Paris-Union School District No. 95.

Trustees heard from Dr. Bullock regarding a proposed three-year, Community Partner Agreement from the Board of Education of Paris-Union School District No. 95. He said that Dr. Jeremy Larson, Superintendent of School District No. 95, submitted this request and he reported other higher education institutions have approved this partnership agreement such as Eastern Illinois University, Indiana State University and University of Illinois. Dr. Bullock said that this Agreement codifies that the College and Board for School District No. 95 seek to enrich the educational opportunities available to students in Edgar County, Illinois. He said it will support grant submissions that require the school district to demonstrate efforts to collaborate with local community partners to support services in alignment with goals of the grant and the mission of the School District No. 95 Board.

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 11 of 18

Dr. Bullock said per item #5 of the Agreement, we have identified Pam Hartke, Associate Dean of Enrollment, to serve as the primary Lake Land College liaison to the school district.

Trustee Storm moved and Trustee Curtis seconded to approve the three-year, Community Partner Agreement with the Board of Education of Paris-Union School District No. 95.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of 10 Tuition Waivers for Math Pilot Students (TUT-010) for the Lab Portion of the College Algebra (MAT-130) Co-Requisite Pilot and Two Tuition Waivers for Students in the INS-200 Internship Experience as Embedded Math Tutors in Statistics and General Education Math (Sections MAT-115 and MAT-124).

Trustees heard a recommendation from Mr. Ikemefuna Nwosu, Vice President for Academic Services, and reviewed a memorandum from Dr. Mike Rudibaugh, Math and Science Division Chair, that the Board approve a total of 12 tuition waivers for the two above referenced Math pilot programs.

Mr. Nwosu said the Math and Science Division will be implementing a College Algebra (MAT-130) co-requisite pilot section in Fall 2022. He said this initiative is part of a developmental education grant received earlier this year to assist with developmental math reform. Students will attend the college-level section (MAT-130) followed by a mandatory “lab” session (TUT-010) meeting 100 minutes weekly for just-in-time help. He said ten selected students who assessed into Intermediate Algebra (MAT-006) will be offered a seat in these closed sections. He said he supports this request from Dr. Rudibaugh and respectfully requests the Board of Trustees to grant 10 tuition waivers of two credit hours each to cover the cost of tuition and course fees for the pilot mandatory “lab” session (TUT-010) for the students.

Mr. Nwosu said the Math and Science Division will also be implementing a research-based student support initiative of deploying embedded math tutors into a section each of MAT-115 and MAT-124. He said these are our co-requisite Statistics and General Education Math courses and two student tutors are to be selected based upon performance in math courses as well as their potential to effectively engage and tutor their peer students. Mr. Nwosu said the Math and Science Division hopes to use the Internship experience INS-200 as the vehicle to pilot this initiative and each student will commit to a three credit hour internship contract to assist the instructor in student support during the regularly scheduled two course sections. Mr. Nwosu said he also supports this request and respectfully requests the Board of Trustees to approve two tuition waivers of three credit hours each to cover the cost of tuition and course

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 12 of 18

fees of the pilot INS-200 Internship Experience for MAT-115 & MAT-124 embedded math tutors.

Trustee Curtis moved and Trustee Storm seconded to approve 10 tuition and course fees waivers for Math Pilot Students (TUT-010) for the lab portion of the College Algebra (MAT-130) Co-Requisite Pilot and two tuition and course fees waivers for students in the INS-200 Internship Experience as embedded math tutors in Statistics and General Education Math (Sections MAT-115 and MAT-124).

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Five-Year Agreement with CDW-G of Vernon Hills, Illinois, for Network Scanning Software for ISS.

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve a five-year agreement with CDW-G of Vernon Hills, Illinois, to purchase Tenable.IO network vulnerability scanning software at a cost of \$79,624.71. Trustees received a copy of the quote from CDW-G. He said the College would be required to pay the entire \$79,624.71 upfront to secure the pricing associated with a five-year agreement, but would save \$33,000 over the life of the agreement by doing so.

Mr. David Stewart, Chief Information Officer, highlighted how Tenable.IO scanning software will enhance our cybersecurity preparedness.

Trustee Cadwell moved and Trustee Storm seconded to approve a five-year agreement with CDW-G of Vernon Hills, Illinois, to purchase network vulnerability scanning software at a cost of \$79,624.71.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Use of HEERF Funding for Additional HyFlex Equipment.

Trustee heard a recommendation Mr. Nuxoll requesting the Board to approve the use of up to \$500,000 of Higher Education Emergency Relief Funds (HEERF) to add additional HyFlex

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 13 of 18

classrooms across the College. He said that in June of 2021 the Board approved the use of \$1.5 million in HEERF Funds to purchase and implement HyFlex Technology in approximately 25 classrooms or conference rooms across the College. He said we then used the funds to equip classrooms and conference rooms with this state of the art technology so that primarily faculty could continue to provide instruction to students who are physically present but also allow other students to attend virtually if desired. Mr. Nuxoll recommended we use more of our allocated HEERF funds to add some additional HyFlex classrooms and to have adequate funds to handle any required maintenance needs of the existing equipment. He said we will continue to work with SynapSIS, Inc. of Springfield to implement and maintain the HyFlex technology.

Trustee Curtis moved and Trustee Storm seconded to approve the use of up to \$500,000 of HEERF dollars to add additional HyFlex classrooms across the College.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Short-Term Lease with Maranatha Christian Academy of Mattoon for the Early Childhood Education Program.

Trustees heard from Mr. Nuxoll and he noted that this past June the Board accepted the Early Childhood Access Consortium for Equity Opportunity Grant. He said as part of this grant, the administration is working to create an early childhood care and education program learning lab to teach child care and education techniques to Lake Land students in a living lab environment that will enroll up to ten children ranging in age from three to five years. Mr. Nuxoll said this means the College needs to find an appropriate facility to house the early childhood care and education program learning lab as soon as possible.

Trustees were provided a recommendation from Mr. Nuxoll for the Board to approve a five-month lease agreement between the College, as Lessee, and Maranatha Christian Academy as Lessor, for the period of August 1, 2022, through December 31, 2022. Trustees also reviewed the proposed lease agreement which is for property located at 3516 W. Powell Ln., Mattoon, Illinois. Mr. Nuxoll stated the proposed rent amount is \$1,500 per month and the lease agreement includes a one-year automatic renewal once the five-month agreement expires December 31, 2022. He noted this recommendation follows an exhaustive search for an appropriate location and facility in the Mattoon area. He also said the administration is still investigating the feasibility of other locations for a longer-term lease duration.

Trustees Storm moved and Trustee Curtis seconded to approve a five-month lease agreement between the College, as Lessee, and Maranatha Christian Academy as Lessor, for the period

Lake Land College Board of Trustees
Minutes – August 8, 2022
Page 14 of 18

of August 1, 2022, through December 31, 2022, for the property located at 3516 W. Powell Ln., Mattoon, at a rent amount of \$1,500 per month.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Closed Session

7:12 p.m. – Trustee Cadwell moved and Trustee Storm seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the College.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Return to Open Session - Roll Call

7:53 p.m.

Trustees Physically Present: Mr. Gary Cadwell, Vice-Chair; Mr. Kevin Curtis, Mr. Dave Storm, Mr. Tom Wright, Secretary and Ms. Maggie Kelly, Student Trustee.

Trustees Absent: Trustee Reynolds and Trustee Walk.

Approval of Recommendation to Terminate the Employment of a Correctional Construction Occupation Instructor at the Illinois River Correctional Center effective August 8, 2022, as Discussed in Closed Session.

Trustee Storm moved and Trustee Cadwell seconded to approve the Administration's recommendation to terminate the employment of Mr. Christopher Trone, a Correctional Construction Occupation Instructor at the Illinois River Correctional Center effective August 8, 2022, as discussed in Closed Session.

There was no further discussion.

Lake Land College Board of Trustees
Minutes – August 8, 2022
Page 15 of 18

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Approval of Human Resources Report as Discussed in Closed Session.

Trustees reviewed the Human Resources Report. Dr. Bullock requested the Board approve the Report as presented and he highlighted some of the recommended personnel changes.

Trustee Cadwell motioned and Trustee Storm seconded to approve as presented the standard Human Resources Report. Chair Sullivan said this follows discussion on the topic in closed session related only to the termination of a Correctional Construction Occupation Instructor.

The following employee is recommended for General Leave of Absence/ Board policy 05.04.14

Mather, Sharon

7/05/22-7/08/22

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Garcia Orozco, Karen	Lab Student Assistant	6/12/22
Mason, Ronald	Test Proctor	6/2/22
Rubin, Talianna	Tutor-Disability Services - Student	6/1/22
Strode, Celestia	Tutor-Disability Services - Student	6/1/22

Part-time- Grant Funded

Rubin, Talianna	Tutor-Student Carl Perkins	6/1/22
Strode, Celestia	Tutor-Student Carl Perkins	4/21/22

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Bunch-Epperson, Genine	Alternative Education Instructor	5/19/22
Caldeira, Lara	Fitness Center Specialist	8/19/21
Gillespie, Alex	Adjunct DOC College Funded Instructor	5/10/21
Kreke, Ashley	Dual Credit Coordinator	4/23/21

New Hire-Employees

The following employees are recommended for hire

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 16 of 18

	Position	Effective Date
Full-time		
Temple, Benjamin	Engineering Technician	07/12/22

Full-time Grant Funded

Millikin, Kevin	Correctional Auto Body Instructor	6/6/22
Monti, Francesca	Correctional Office Assistant	7/1/22
Pivetta, Christopher	Correctional Career Technology Instructor	5/31/22
Redman, Robyn	Correctional Career Technology Instructor	6/6/22

Part-time

Egejuru, Brian	Men's Basketball Assistant	7/1/22
Maxwell, Priscilla	Dual Credit Coordinator	5/25/22
Murphy, Jacob	Adjunct Faculty Math and Science Division	8/22/22
Pruitt, David	IEL Instructor	6/6/22
Rubin, Talianna	Tutor-Student Community Education	6/1/22
Strode, Celestia	Tutor-Student Community Education	6/1/22

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Althaus, Jon	Vice President for Academic Services	6/30/22
Gentry, John	Power Plant Mechanic Instructor/Coordinator	5/9/22
Robertson, Zachary	Custodian	7/1/22
Tomasello, Benjamin	Custodian	6/9/22

Part-time

Boehm, Ava	Newspaper Editor - Student Newspaper	4/22/22
Cearlock, Jennifer	Dual Credit Coordinator	5/7/21
Gates, Linda	Adjunct Faculty Social Science Division	12/11/20
Harley, Casey	Dual Credit Coordinator	4/23/21
Heicher, Rachel	Adjunct Faculty Social Science Division	5/11/20
Hennings, Meliah	College Work Study - Early Childhood Education	11/25/21
Hensley, Beth	Sign Language Interpreter	2/4/20
Hoene, Katelyn	Adjunct Faculty Business Division	5/10/21
Howell, Berkley	Fitness Center Specialist	9/1/21
Hunt, Hannah	Newspaper Editor - Student Newspaper	5/13/22
Jackley, Krista	Dual Credit Coordinator	5/10/19
Johnson, Noah	Adjunct Faculty Agriculture Division	12/11/20
McDaniel, Regina	College Work Study - TRIO SSS	12/22/21
McKirahan Jr, James	Adjunct Faculty Technology Division	12/10/21
Merryman, Jarod	Pathways Classroom Assistant	5/19/22

Lake Land College Board of Trustees
 Minutes – August 8, 2022
 Page 17 of 18

Miller, Candace	Adjunct Faculty Technology Division	12/10/21
Monterusso, Lauren	College Work Study - TRIO Talent Search	3/30/22
Myers, Renee	College Work Study - Early Childhood Education	10/12/21
Neal, Lance	Adjunct DOC College Funded Instructor	12/10/21
O'Dell, Kathryn	Adjunct Faculty Social Science Division	5/11/20
Plummer, Robert	Adjunct Faculty Allied Health Division	8/23/21
Pruemer, Dave	Athletic Trainer Substitute	9/22/21
Puckett, Logan	College Work Study - Student Life	4/27/22
Rash, Chad	Sign Language Interpreter	2/14/20
Rickey, Constance	Allied Health BNA Adjunct Faculty	6/8/22
Sample, Stephanie	College Work Study Radio TV	5/13/22
Sherwood, Shirley	Allied Health EMS Adjunct Faculty	6/8/22
Stark, Patricia	Dual Credit Coordinator	4/23/21
Stokes, Samantha	Newspaper Editor - Student Newspaper	5/14/22
Stoutin, Drew	College Work Study - Business	3/29/22
Taylor, Shayla	Newspaper Editor - Student Newspaper	5/6/22
Turner, Trinity	College Work Study - Student Life	5/7/22
Tuttle, Allie	Perkins Student Worker - Allied Health	10/19/21
Vonderheide, Anthony	College Work Study Radio TV	5/12/22
Williamson, Katie	College Work Study - Early Childhood Education	4/22/22
Wright, Jason	Allied Health EMS Adjunct Faculty	6/17/22

Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time		
Lash, Lara	Allied Health Instructor From Simulation Lab Coordinator	8/19/22
Adams, Trisha	Correctional Office Assistant From Correctional Career Technology	4/18/22
Nead, Kaitlyn	Coordinator for Student Comm & Initiative From Admissions Representative	5/2/22

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Storm, Sullivan and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: Trustee Reynolds and Trustee Walk.

Motion carried.

Other Business. (Non-action)

Lake Land College Board of Trustees
Minutes – August 8, 2022
Page **18** of **18**

There was no additional discussion.

Adjournment.

Trustee Curtis moved and Trustee Cadwell seconded to adjourn the meeting at 7:58 p.m.

There was no further discussion.
Motion carried by unanimous voice vote.

Approved by:

Board Chair

Board Secretary

*Note – See Board of Trustees web page for any referenced attachments to these minutes.
https://www.lakelandcollege.edu/col/board_minutes/



MEMO

TO: Board of Trustees
FROM: Dr. Josh Bullock, President
DATE: August 25, 2022
RE: Resolution to Support Additions to the Effingham Enterprise Zone

The City of Effingham is proposing additions to its current Enterprise Zone to incentivize residential development. Effingham is requesting the Lake Land College Board of Trustees approve residential property abatements in the Enterprise Zone under the following guidelines:

- A three-year property tax abatement for new multi-family dwellings (two units or more).
- A five-year property tax abatement for new construction of single-family homes.

Residential projects would also receive the sales tax abatement on permanently affixed building materials, which would not impact Lake Land College. For residential rehab projects, the building material sales tax abatement would apply only for projects with a total minimum cost of \$50,000.

The current Effingham Enterprise Zone was established on January 1, 2018, with an initial life of 15 years and a chance for a 10-year extension in year 13. This would place initial expiration in 2033, with expiration in 2043 if approved for a 10 year extension.

The City has requested support for the residential property tax abatement from its taxing bodies. To foster economic development for the region, I respectfully request the Board of Trustees approve the attached resolution to support the additions for residential development incentives within the Effingham Enterprise Zone.

Attachments

Lake Land College
Board of Trustees



RESOLUTION NUMBER: 1022-004

DATE: October 10, 2022

A RESOLUTION AMENDING RESOLUTION NO. 1016-031, A RESOLUTION AUTHORIZING PARTICIPATION IN THE ABATEMENT OF REAL PROPERTY TAX IN THE EFFINGHAM ENTERPRISE ZONE IN THE CITY OF EFFINGHAM, ILLINOIS, EFFINGHAM COUNTY, ILLINOIS, AND THE VILLAGE OF TEUTOPODIS, ILLINOIS

WHEREAS, pursuant to the Illinois Enterprise Zone Act (20 ILCS 655/1 et. seq.), as amended (hereinafter referred to as the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and,

WHEREAS, pursuant to the Act, the City of Effingham, Illinois, (hereinafter referred to as the "City") pursuant to City of Effingham Ordinance No. 71-2016, dated August 16, 2016 (hereinafter referred to as the "City Ordinance No. 71-2016"), the County of Effingham, Illinois, (hereinafter referred to as the "County"), pursuant to Effingham County Resolution No. 16-58 dated August 15, 2016 (hereinafter referred to as the "County Resolution No. 16-58), and the Village of Teutopolis, Illinois (hereinafter referred to as the "Village") pursuant to Village of Teutopolis Ordinance No. 868, dated August 17, 2016 (hereinafter referred to as the "Village Ordinance No. 868") established the City of Effingham/Effingham County Enterprise Zone, which included certain real estate located within the City of Effingham, Illinois, the County of Effingham, Illinois, and the Village of Teutopolis, Illinois (hereinafter referred to as the "City of Effingham/Effingham County Enterprise Zone"); and,

WHEREAS, pursuant to the Act, the Lake Land College, Community College District No. 517 (hereinafter referred to as the "Government Entity") adopted Resolution No. 1016-031, A Resolution Authorizing Participation in the Abatement of Real Property Tax in the City of Effingham, Illinois, Effingham County, Illinois, and the Village of Teutopolis, Illinois, on October 10, 2016, (hereinafter referred to as "Resolution No. 1016-031") wherein the Government Entity authorized its participation in the abatement of real property tax on improvements to real property in the Effingham/Effingham County Enterprise Zone; and,

WHEREAS, pursuant to the Act, approval of City of Effingham/Effingham County Enterprise Zone, as designated by the City Ordinance No. 71-2016, County Resolution No. 16-58, and Village Ordinance No. 868, as well as the Intergovernmental Agreement, was made by the Illinois Department of Commerce and Economic Opportunity ("DCEO") by certification dated October 16, 2017, to begin operations on January 01, 2018; and,

WHEREAS, after careful investigation, the City, County, and Village, have jointly determined and concur that it is desirable and necessary for the City of Effingham/Effingham County Enterprise Zone, to amend the qualifying criteria for local incentives and property tax abatement within the boundaries of the City of Effingham/Effingham County Enterprise Zone to meet the needs of existing residents, employers, targeted investors and industry sectors in the region; and,

WHEREAS, to offer the amended property tax abatement incentives within the Effingham/Effingham County Enterprise Zone, the City, County, and Village must provide to DCEO, as part of its application to Expand, Limit, or Repeal Incentives, a resolution from the governing boards of taxing bodies that are participating in the amendment to the abatement of property tax; and,

WHEREAS, the Governing Entity hereby finds that the amendment of qualifying criteria and property tax abatements to include residential properties within the Effingham/Effingham County Enterprise Zone is necessary for the continued economic growth and job creation of the region, and is necessary to promote and conserve the public health, safety, and welfare of the region; and;

WHEREAS, the governing board of the Governing Entity finds that it is necessary and in the best interests of citizens of the Governing Entity to amend Resolution No. 1016-031, as provided for herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois (the "Board") as follows:

1. The findings made in the prefatory portion of this Resolution are hereby adopted.
2. Amendment to Resolution No. 1016-031. Sections 2 and 3 of Resolution No. 1016-031 is hereby amended in their entirety and replaced with the following:

"2. Subject to the conditions set forth in paragraph 3 of this Resolution, the Government Entity shall and does hereby extend and provide the real estate tax abatement incentives described in Exhibit B (hereinafter referred to as the "Tax Abatement Incentive"), which is attached hereto and hereby incorporated by this reference as though fully stated herein, on property located within the Enterprise Zone Area, as depicted in the attached Exhibit A, as amended from time to time.

3. Conditions: The Tax Abatement Incentive set forth in paragraph 2 of this Resolution are subject to and conditioned upon the following:

- a. The Tax Abatement Incentive shall apply only to those projects located within the geographic boundaries of the Effingham Enterprise Zone, as amended from time to time, which are industrial, commercial, and new residential projects; and,
- b. The Tax Abatement Incentive shall only apply to the ad valorem taxes generated by an increase in assessed valuation resulting from the new construction of improvements or projects after the same have been duly assessed; provided that such abatement shall not exceed the amount attributable to the new construction of the improvement or project; and,
- c. The Tax Abatement Incentive shall apply only to that parcel, tract, or lot of real estate physically located within the Enterprise Zone, which has been improved after the date of certification of the amendment to modify local incentives Enterprise Zone by the Illinois Department of Commerce and Economic Opportunity pursuant to the Act; and,
- d. Any real property located within the Enterprise Zone Area and also located within the boundaries of any tax increment finance redevelopment area duly and legally adopted by any unit of local government pursuant to applicable Illinois law shall not be eligible for any abatement authorized hereunder; and,
- e. While the Tax Abatement Incentive is in effect, the Government Entity shall continue to receive all ad valorem taxes resulting from the equalized assessed valuation for such real estate for that tax year immediately preceding the new construction of the improvement or project; and,
- f. Notwithstanding anything contained herein to the contrary, if the term of

any abatement of ad valorem taxes has not expired as of January 1, 2018 on any qualified commercial or industrial project located within the Original Effingham Enterprise Zone, authorized pursuant to City Ordinance No.9-88, dated March 15, 1998, and County Ordinance dated March 15, 1998, as renewed and extended pursuant to City of Effingham Ordinance No. 54-2004 dated June 15, 2004, and Effingham County Ordinance No. 04-67 dated June 21, 2004, then such abatement shall not terminate, but shall instead continue in full force and effect until the natural termination of such qualifying commercial project's three (3) year abatement or industrial project's ten (10) year abatement; provided, however, that such qualifying commercial project shall not be entitled to more than three (3) years abatement during the term of the new Enterprise Zone or such qualifying industrial project shall not be entitled to more than seven (7) years abatement during the term of the new Enterprise Zone; and,

g. For purposes of this Resolution, the term "Qualifying Project" shall mean those projects which meet each condition set forth in Paragraph 4(a) through 4(d) of this Agreement."

3. Exhibit A to Resolution No. 1016-031, is hereby supplanted and replaced by the Exhibit A, which is attached hereto and hereby incorporated by reference as though fully stated herein.
4. Exhibit B to Resolution No. 1016-031, is hereby supplanted and replaced by the Exhibit B, which is attached hereto and hereby incorporated by reference as though fully stated herein.
5. Except as specifically modified by this Resolution, the remaining provisions of Resolution No. 1016-031, shall remain in full force and effect.

- 6. The passage of this Resolution shall be inscribed permanently in the records of the proceedings of the Government Entity.

- 7. This Resolution shall be in full force and effect from and after its passage, approval and recording according to law only until the expiration date of the Effingham/Effingham County Enterprise Zone.

ADOPTED this ___ day of _____, 20__ by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
 LAKE LAND COLLEGE
 COMMUNITY COLLEGE DISTRICT NO. 517
 COUNTIES OF CHRISTIAN, CLARK, CLAY,
 COLES, CRAWFORD, CUMBERLAND,
 DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
 JASPER, MACON, MONTGOMERY,
 MOULTRIE, AND SHELBY
 STATE OF ILLINOIS

By: _____

Chair

Attest: _____ (Seal)

Secretary

SECRETARY'S CERTIFICATE

I, Tom Wright, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution, a RESOLUTION AMENDING RESOLUTION NO. 1016-031, A RESOLUTION AUTHORIZING PARTICIPATION IN THE ABATEMENT OF REAL PROPERTY TAX IN THE EFFINGHAM ENTERPRISE ZONE IN THE CITY OF EFFINGHAM, ILLINOIS, EFFINGHAM COUNTY, ILLINOIS, AND THE VILLAGE OF TEUTOPOLIS, ILLINOIS, is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 10th day of October, 2022.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 10th day of October, 2022.

Secretary, Board of Trustees

EXHIBIT A
(Enterprise Zone Map)

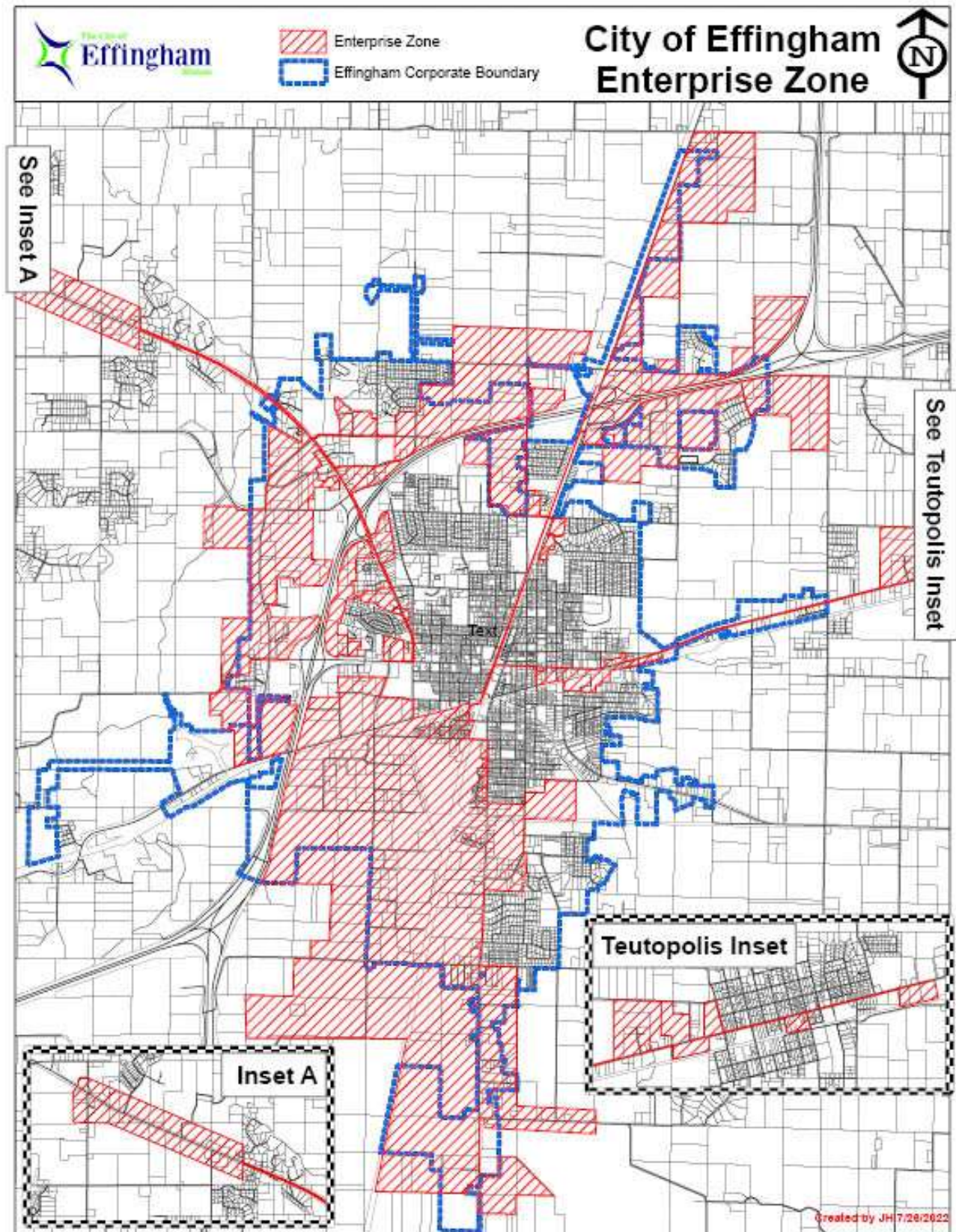


EXHIBIT B

1. Tax Abatement Incentive (Commercial Projects): Subject to the conditions set forth in paragraph 3 of this Resolution, the Effingham County Clerk is authorized and directed to abate the ad valorem real estate taxes imposed by the Government Entity via the Government Entity's real estate tax levy on any Qualifying Project, which are commercial projects, beginning on that year in which the commercial Qualifying Project is assessed for ad valorem real estate tax purposes by the Effingham County Supervisor of Assessments based upon the Scheduled Tax Abatement Incentive Calculation as follows:

Year One: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Two: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Three: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

2. Tax Abatement Incentive (Industrial Projects): Subject to the conditions set forth in paragraph 3 of this Resolution, the Effingham County Clerk is authorized and directed to abate the ad valorem real estate taxes imposed by the Government Entity via the Government Entity's real estate tax levy on any Qualifying Project, which are industrial projects, beginning on that year in which the industrial Qualifying Project is assessed for ad valorem real estate tax purposes by the Effingham County Supervisor of Assessments based upon the Scheduled Tax Abatement Incentive Calculation as follows:

Year One: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Two: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Three: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred

percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Four: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Five: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Six: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Seven: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

3. Tax Abatement Incentive (New Multi-Family Residential Projects): Subject to the conditions set forth in paragraph 3 of this Resolution, the Effingham County Clerk is authorized and directed to abate the ad valorem real estate taxes imposed by the Government Entity via the Government Entity's real estate tax levy on any Qualifying Project, which are new residential projects, beginning on that year in which the new residential Qualifying Project is assessed for ad valorem real estate tax purposes by the Effingham County Supervisor of Assessments based upon the Scheduled Tax Abatement Incentive Calculation as follows:

Year One: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Two: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Three: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

4. Tax Abatement Incentive (New Single-Family Residential Projects): Subject to the conditions set forth in paragraph 3 of this Resolution, the Effingham County Clerk is authorized and directed to abate the ad valorem real estate taxes imposed by the Government Entity via the Government Entity's real estate tax levy on any Qualifying Project, which are new residential projects, beginning on that year in which the new residential Qualifying Project is assessed for ad valorem real estate tax purposes by the Effingham County Supervisor of Assessments based upon the Scheduled Tax Abatement Incentive Calculation as follows:

Year One: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Two: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Three: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Four: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.

Year Five: An amount equal to one hundred percent (100%) of the ad valorem taxes extended by the Effingham County Clerk attributable to one hundred percent (100%) of the assessed value of the Qualifying Project as established by the Effingham County Supervisor of Assessments.



MEMO

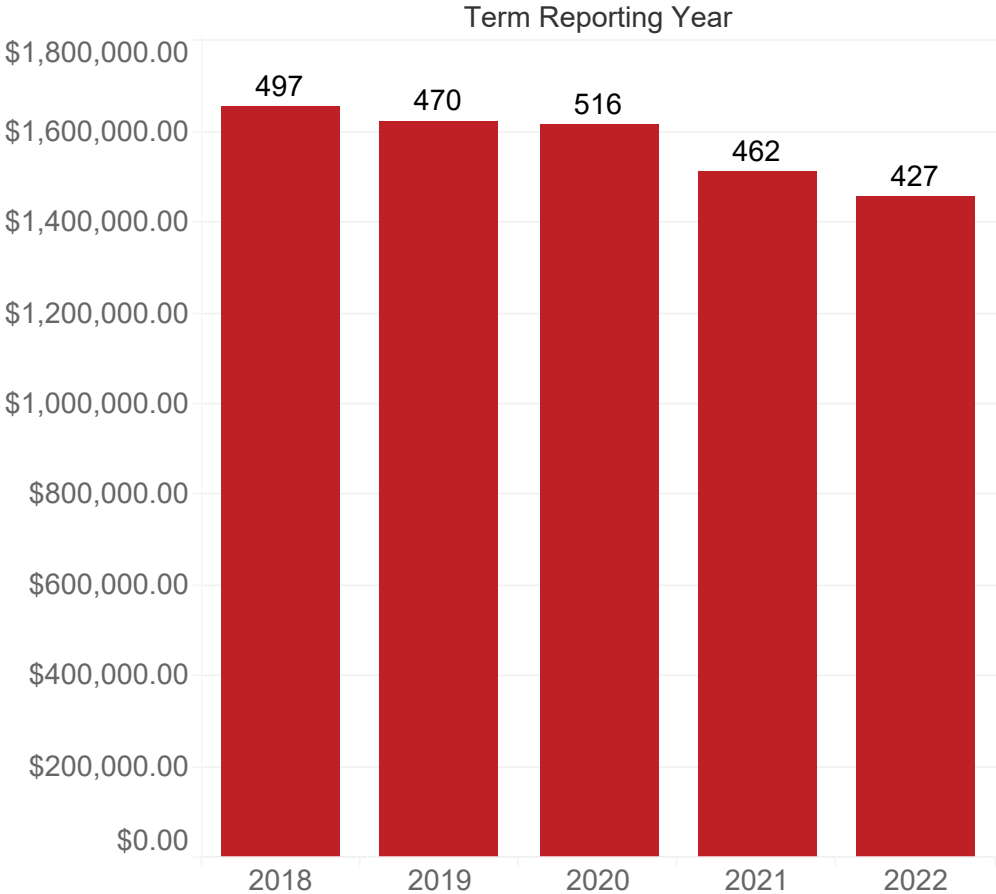
TO: Board of Trustees
FROM: Josh Bullock, President
DATE: August 17, 2022
RE: Annual Report of Special Tuition Waivers

Per Board Policy 07.08 (item #4) – *Tuition Rates and Fees*, the Lake Land College President may grant up to 15 three-credit-hour tuition waivers per year as prizes for special campus events. This is in addition to Board-approved tuition waiver requests for larger events, such as the Annual Academic Challenge (formerly known as WYSE). I did not authorize any tuition waivers as prizes related to special campus events in FY 2022. However, the Board of Trustees authorized five categories of tuition waivers as prizes for special campus events. These were submitted to the Board for approval in September 2021 per Policy 07.08 (item #4) which also states multiple tuition waivers for larger events must be submitted to the Board for prior approval. Board-approved special event tuition waivers for FY 2022 included:

1. Up to 14 tuition waivers of \$1,000 each for the top-performing students who participated in the Academic Challenge held in early spring 2022.
2. Up to six three-credit hour tuition waivers to participants of the National Manufacturing Day events held in the district and hosted by Effingham County Chamber of Commerce, Coles Together and local manufacturers.
3. Up to 11 three-credit hour tuition waivers to winners of the Annual Business and Computer Contest held in April 2022.
4. Up to five three-credit hour tuition waivers for attendees of the Principals, Deans, and Counselors (PDC) meeting held during FY 2022.
5. A tuition waiver for Miss Illinois 2022 if she chose to attend Lake Land College.

Tuition Waivers

5 Year History

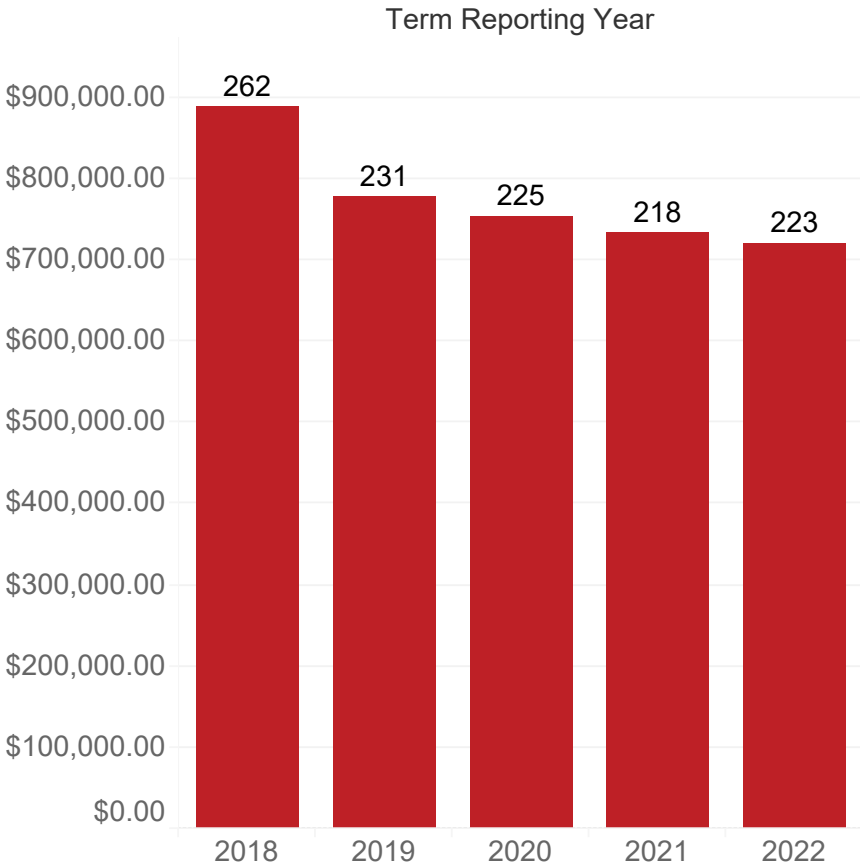


- TUITION WAIVERS INCLUDE:**
- TW - ACADEMIC CHALLENGE
 - TW - AG JUDGING TEAM
 - TW - ATHLETICS
 - TW - COMMUNITY OUTREACH
 - TW - ELEVATE
 - TW - EMPLOYEE OR DEP
 - TW - FAST TRACK PROGRAM
 - TW - GENERAL PUBLIC
 - TW - HSE/PATHWAYS GRADUATES
 - TW - INCENTIVE
 - TW - PEER TO PEER
 - TW - PRESIDENTIAL SCHOLAR
 - TW - PRINCIPAL, DEANS & COUNSELORS
 - TW - WORK AND LEARN

Reflects the number and amount that were used.

Presidential Scholars

5 Year History



Presidential Scholar Qualifications

Students who meet one of the following criteria are eligible for the Presidential Scholarship:
 Be in the top 15 percent of students in the senior class at the end of 7th or 8th semester; **or**
 Have an ACT composite score of 26 or higher/SAT total score of 1230 or higher.

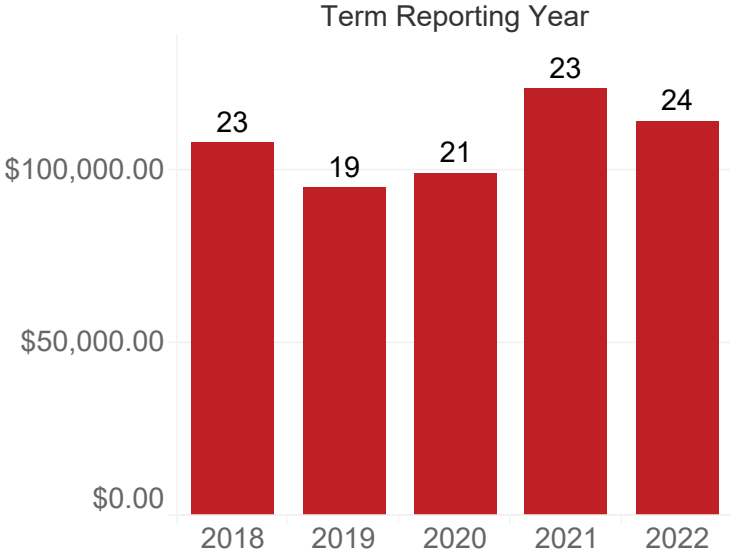
Qualifying students must also:
 Reside in the Lake Land College District at the time of graduation; **or**
 Graduate from a high school located in the Lake Land College District; **or**
 Graduate from a high school serving a portion of the Lake Land College District; **and**
 Enroll full-time the fall semester following graduation.

Reflects the number and amount that were used.

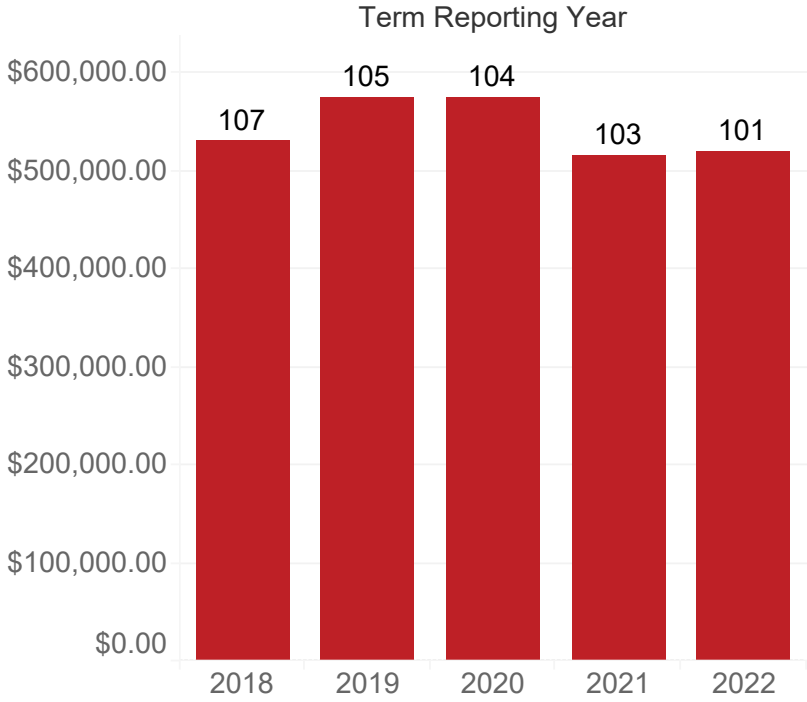
Ag Judging Team and Athletics

5 Year History

Ag Judging Team



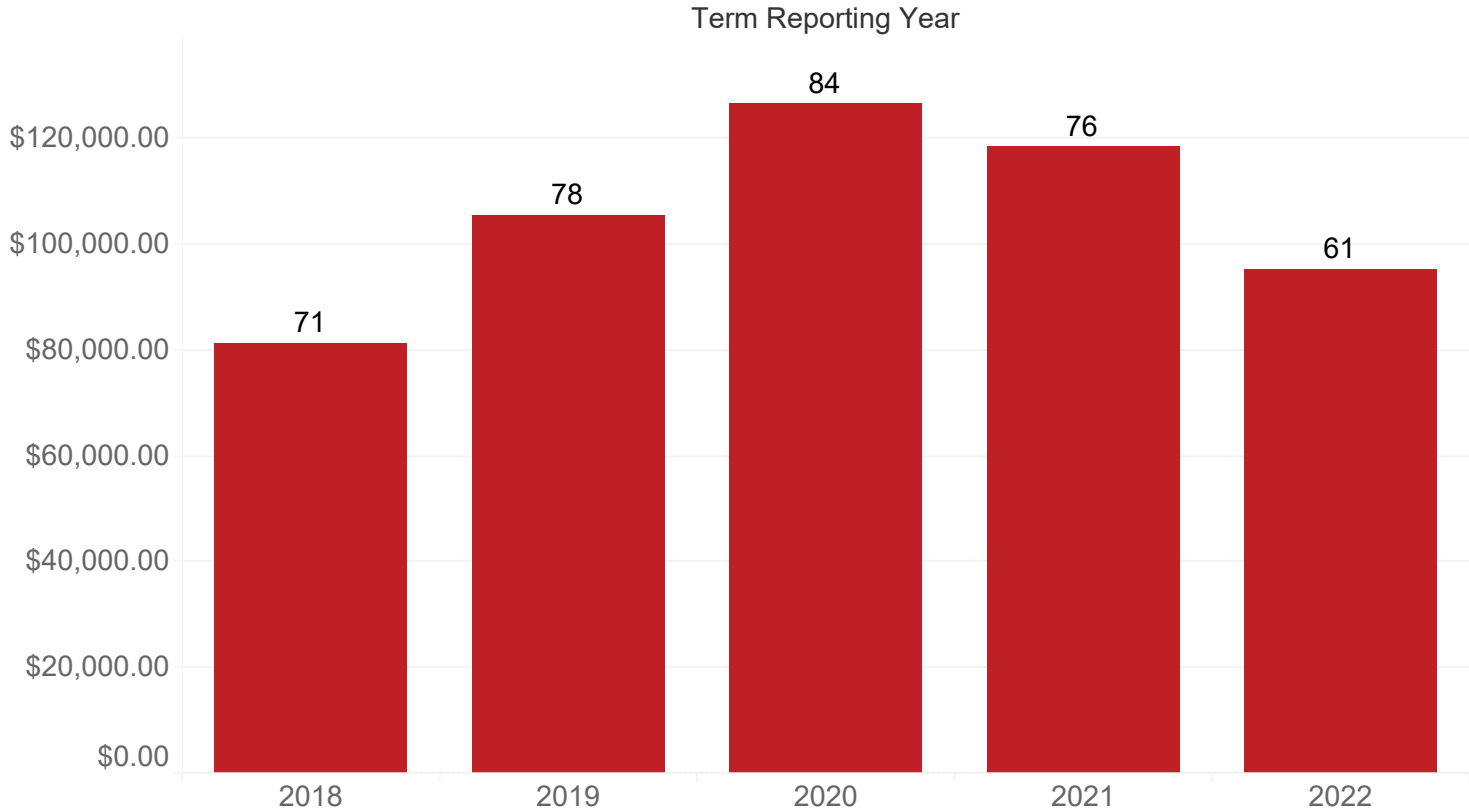
Athletics



Reflects the number and amount that were used.

Employee and Dependant Waivers

5 Year History



Lake Land College offers tuition waivers for credit courses to current full-time employees, employee’s spouse or civil union partner, and their unmarried dependents under age 23. Any fees associated with the classes are the responsibility of the employee.

General Tuition Waivers

5 Year History

		UNIQUE STUDENT	ACTUAL AID AWAR..
2018	TW - ACADEMIC CHALLENGE	1	\$307.50
	TW - GENERAL PUBLIC	26	\$7,689.50
	TW - PRINCIPAL, DEANS & COUNSELORS	3	\$922.50
	Total	30	\$8,919.50
2019	TW - ACADEMIC CHALLENGE	1	\$527.50
	TW - FAST TRACK PROGRAM	5	\$11,365.00
	TW - GENERAL PUBLIC	6	\$2,445.01
	TW - INCENTIVE	10	\$11,373.60
	TW - PRINCIPAL, DEANS & COUNSELORS	6	\$1,899.00
Total	28	\$27,610.11	
2020	TW - ACADEMIC CHALLENGE	1	\$1,000.00
	TW - COMMUNITY OUTREACH	57	\$10,790.50
	TW - ELEVATE	1	\$949.50
	TW - FAST TRACK PROGRAM	6	\$14,025.92
	TW - GENERAL PUBLIC	9	\$6,215.24
	TW - INCENTIVE	12	\$10,659.25
	TW - PRINCIPAL, DEANS & COUNSELORS	3	\$949.50
Total	85	\$44,589.91	
2021	TW - ACADEMIC CHALLENGE	3	\$2,663.00
	TW - COMMUNITY OUTREACH	37	\$8,508.50
	TW - ELEVATE	1	\$994.50
	TW - GENERAL PUBLIC	3	\$1,215.50
	TW - PRINCIPAL, DEANS & COUNSELORS	5	\$1,657.50
Total	49	\$15,039.00	
2022	TW - COMMUNITY OUTREACH	19	\$5,772.50
	TW - GENERAL PUBLIC	2	\$631.50
	TW - PRINCIPAL, DEANS & COUNSELORS	3	\$994.50
Total	24	\$7,398.50	

For 2022 the number of waivers were approved

11 - *Business Computer Contest
 14 - Academic Challenge
 5 - PDC
 1 - *Miss Illinois
 6 - *National Manf Day
 100 - Community Outreach

* Counted in General Public Tuition Waiver if used.



MEMO

TO: Board of Trustees
Dr. Josh Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC: Greg Nuxoll, Vice-President for Business Services

DATE: August 30, 2022

RE: Board Policy 05.04.08

This summer, the Governor signed into law Public Act 102-1050, which amends the Child Bereavement Act. This newly signed law changes the title to "Family Bereavement Act" and now requires an employer to provide up to 2 weeks of unpaid bereavement leave. It also updates who is an eligible employee (as defined by FMLA) for law for deaths of certain family members, as well as coverage for miscarriage, unsuccessful insemination, failed adoption or surrogacy, and stillbirth. This law becomes effective January 1, 2023.

I submit this recommendation as first reading for your consideration, and will plan to bring this back to the Board for approval during the October 2022 regular Board meeting.

05.04.08

Bereavement Leave

Each full-time employee will, in the event of a death in the immediate family, be granted a maximum of five (5) working days of bereavement leave per occurrence with full pay. Immediate family is defined as the spouse, civil union partner, child, step-child, parent, step-parent, grandchild, brother, or sister of the employee.

Bereavement leave with pay will be granted for a maximum of three (3) working days in the event of the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, aunts, uncles, nephews, nieces, or foster parents.

Bereavement leave must be taken within the first five (5) working days of the death of an immediate family member and within the first three (3) working days of the death of all other family members, but need not be taken consecutively. The timeframe for when bereavement leave is granted may be authorized by the employee's vice president or President.

Bereavement leave days granted will not be accumulative from year to year, nor chargeable against any other paid employee leave.

If circumstances require, days needed in addition to the five- and three-day allotments may be charged to personal and/or sick leave balances.

Per the [Child-Family Bereavement Leave Act](#), [FMLA eligible](#) employees are entitled to a maximum of ten (10) working days of unpaid leave for bereavement due to the death of a child, ~~or~~ stepchild, [spouse, domestic partner, sibling, parent, step-parent, mother-in-law, father-in-law, grandchild, grandparent](#) or in the event of a miscarriage, an unsuccessful round of [intrauterine insemination or of an assisted reproductive technology procedure, a failed adoption match or adoption that is not finalized because it is contested by another party, a failed surrogacy agreement, or a diagnosis that negatively impacts pregnancy or fertility, or a stillbirth.](#) The employee must take any unpaid leave allowed under the Act within 60 days after they are notified of the death of ~~a child~~ [the death of the covered family member or the date on which an otherwise qualifying event occurs.](#) [In the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to 6 weeks of unpaid bereavement leave during that period.](#)

For Lake Land College employees at correctional or youth center centers, when there is a conflict, the Department of Corrections or Department of Juvenile Justice contract(s) shall prevail.

Adopted November 9, 1998

Revised November 11, 2002

Revised June 13, 2011

Revised June 9, 2014

Revised February 13, 2017

Revised February 12, 2018

Revised December 10, 2018

Revised

Page 1 of 1



MEMO

TO: Dr. Josh Bullock, President

FROM: Valerie Lynch, Vice President for Student Services

CC: Lake Land College Board of Trustees

DATE: August 31, 2022

RE: Revisions to Board Policy 07.06 – *Residency* and 07.06.01 – *Residency for Special Groups of Students*

Last month, I asked the Board to review for first reading Board Policy 07.06-Residency to include residency language regarding students attending Lake Land College under the provisions of the CAREER Agreement. In response to Public Act 102-0800 regarding the tuition rate for members of the armed forces stationed in the district or individuals entitled to assistance as described in 38 USC 3679 (C) of the federal code, I also see need to add additional language to 07.06-Residency to fulfill our compliance with the Public Act. Board Policy 07.06, will now include proposed language for members of the armed forces and students attending under chargeback, cooperative, or CAREER agreement describing that these students will not be classified as residents of the district for classification purposes. Subsequently, I am asking the Board to review for 1st reading a related policy, 07.06.01-Residency for Special Groups of Students, which will speak to how these special groups of students are charged tuition. Under 07.06.01, I would be changing the language to follow P.A. 102-0800 to ensure that students in the armed forces stationed in the district or individuals entitled to assistance as described in 38 U.S.C. 3679 (c) are-charged in district tuition regardless of their official residency classification. I am also proposing the same language for students attending under chargeback, cooperative, or CAREER agreements. In addition, out-of-district residents who are employed 35 hours or more per week within the district or who are taking a class because of a contractual agreement between the College and an in-district employer may be charged the in-district rate.

For clarification purposes, I am proposing the title of policy 07.06.01 be changed to "Tuition Charges for Special Groups of Students" to designate between the general residency policy which establishes residency classification and 07.06.01 that only pertains to how groups of students are charged tuition. Another proposed change to 07.06.01 will be to word the introductory sentence differently to reflect the students benefitting from this policy are part of a special group of students who are charged in district tuition but are not considered in-district residents for official classification purposes. I respectfully submit these requests as first reading for your initial consideration.

I am happy to answer any questions that you or the Board may have. Thank you!

07.06**Residency**

Students will be classified by residency according to the following provisions:

State Resident

1. To be classified as a resident of the state, one must have occupied a dwelling within the state of Illinois for thirty (30) days immediately prior to the date established for classes to begin. Students who fail to meet the 30-day state residency requirement may not meet that requirement by attending classes at Lake Land College.
2. The following categories of people shall be classified as residents of Illinois without meeting the 30-day residency requirement:
 - A. Federal job corps workers stationed in Illinois.
 - B. Members of the armed forces stationed in Illinois.
 - C. Inmates of state correctional/rehabilitation institutions located in Illinois.
 - D. Students who are employed full-time in Illinois.

District Resident

To be classified as a resident of District 517, one must have occupied a dwelling in the community college district for thirty (30) days immediately prior to the date established to begin classes at Lake Land College.

Students who fail to meet the 30-day district residency requirement may not meet that requirement by attending classes at the College for thirty (30) days or more.

Out-of-District Resident

The following categories of people shall not be classified as residents of the district:

1. Federal job corps workers stationed in the district.
2. Members of the armed forces stationed in the district or individuals entitled to assistance as described in 38 U.S.C. 3679(c).
3. Inmates of state or federal correctional/rehabilitational institutions located in the district.
4. Full-time students attending a post-secondary educational institution who have not demonstrated through documentation a verifiable interest in establishing permanent residency.
5. Students who occupy a residence outside the district but who are employed by a firm located in the district.
6. Students attending the community college under the provisions of a chargeback, ~~or~~ cooperative agreement, or CAREER agreement with other community college districts.
7. Students on an F-1 visa.

Other Provisions

1. Persons who reside in the college district whose primary intent in obtaining such residence is not to attend the College shall be exempted from the 30-day state and/or district residency requirement if they demonstrate through documentation a verifiable interest in establishing a permanent residency.

2. Students residing in the college district who are currently under legal guardianship of, or recently emancipated from, the Illinois Department of Children and Family Services shall be exempted from the 30-day state and/or district residency requirement if they provide verification of Departmental status and current in-district residency. Those students who previously met the residency requirement shall continue to be considered in-district if they have a placement change into a new community college district during their enrollment.
3. Students who fail to meet the 30-day state and/or district residency requirement may meet that requirement upon presentation of a voter's registration card verifying in-district residency.
4. Any approved change in residency status is not retroactive to previous semesters or terms.
5. Documentation verifying state and district residency may include signed statements on the application as well as other requested documents.

Adopted November 9, 1998
Revised May 12, 2003
Revised April 10, 2006
Revised January 9, 2017
[Revised](#)

07.06.01

Tuition ChargesResidency for Special Groups of Students

The following groups of people are charged in district tuition rates but are not considered as in-district residents for official residency classification: ~~tuition charges only:~~

1. Students enrolled in courses taught at business and industry locations in the district.
2. Full-time students enrolled at Eastern Illinois University, except students on an F-1 visa, who will be classified as out-of-state.
3. International students on an F-1 visa who are sponsored by a resident of the Lake Land College district or who have attended a minimum of one semester at an in-district high school.
4. In accordance with Public Act 102-0800, Members of the armed forces stationed in the district or individuals entitled to assistance as described in 38 U.S.C. 3679(c).
5. Students attending the community college under the provisions of a chargeback, cooperative agreement, or CAREER agreement with other community college districts.
6. In accordance with ICCB Administrative Rules, out-of-district residents who are employed for at least 35 hours per week by an ~~entity~~entity located in the Lake Land College district or is in a course that is being provided under terms of a contract for services between the employing entity and the College.

Adopted November 9, 1998
Revised May 12, 2003
Revised April 10, 2006
Revised

Page 1 of 1



MEMO

TO: Dr. Josh Bullock, President
Board of Trustees

FROM: Jean Anne Highland, Chief of Staff

CC: Lake Land College Board of Trustees

DATE: August 8, 2022

RE: Revisions to Board Policy 10.27 – *Acceptance of Gifts and Grants*

I am submitting recommended revisions to Board Policy 10.27 – *Acceptance of Gifts and Grants* in an effort to avoid delays in launching work associated with awarded grants, especially where a timeline of proposed activity would be adversely affected by delays in our hiring processes. The recommended additions to this Policy authorize the College President to approve a supervisor to begin a conditional hiring process (i.e., develop position descriptions, advertise for grant positions, etc.) for grant funded positions upon notification of a grant award by the funding agency. Authorization of hiring grant-funded positions remain subject to final Board approval. Please note this addition to Policy 10.27 aligns with Board Policy 05.10 (#14) – *Hiring for Full-Time Employees* in which the President may alter the normal hiring process due to extenuating circumstances.

I submit proposed revisions as first reading for your initial consideration and am happy to answer any questions.

Thank you for your consideration of this request.

Attachment

10.27**Acceptance of Gifts and Grants**

The Lake Land College Board of Trustees is authorized to accept gifts or grants or legacies from any source when made for community college purposes and to accept federal funds when proffered for all types of instructional programs, for student services and counseling, and for construction of physical facilities.

The College President is authorized to approve a supervisor to begin a conditional hiring process (i.e., develop position descriptions, advertise for grant positions, etc.) for grant funded positions upon notification of a grant award by the funding agency. Authorization of hiring grant-funded positions remain subject to final Board approval.

Usually private gifts, grants or bequests will be forwarded to the Board through the Lake Land College Foundation. This will ensure that donors have the full benefit of itemized tax advantages. The Board of Trustees wholeheartedly endorses the activities of the Lake Land College Foundation and encourages its support by potential donors.¹

¹ 110 ILCS 805/3-39 and 3-39.1
Revised

Adopted November 9, 1998



MEMO

TO: Dr. Josh Bullock, President
Board of Trustees

FROM: Jean Anne Highland, Chief of Staff

CC: Lake Land College Board of Trustees

DATE: August 25, 2022

RE: Revisions to Board Policy 10.31 – *Tax Abatements and Educational Incentives as an Inducement to Industry*

I am submitting recommended revisions to Board Policy 10.31 - *Tax Abatements and Educational Incentives as an Inducement to Industry*. Proposed revisions clarify the Board will follow all applicable state laws for tax code abatements and incentives within the Illinois Property Tax Code. Revisions also clarify the Board's ability to support residential developments that are part of a TIF district or enterprise zone application to be approved under state guidelines for those two development incentive plans and pursuant to Section 18-170 of the Illinois Property Tax Code, 35 ILCS 200/18-170 (2022).

Please note that these recommended revisions follow consultation with Robbins Schwartz, the College's legal counsel.

I submit proposed revisions as first reading for your initial consideration and am happy to answer any questions.

Thank you for your consideration of this request.

Attachment

10.31

Tax Abatements and Educational Incentives as an Inducement to Industry

~~Global, domestic and area competition for retraining and attracting industry have increased the use of state and local inducements as marketing tools. However, all other location factors have to be satisfied for inducements to be effective. There are four basic categories of inducement: taxes, financing, training, and special, e.g. legislation, reduced price of property, utility extensions, etc.~~

~~Lake Land College, as a community college, is directly involved in providing training inducements. Industry specific, customized training and retraining services are provided to existing, expanding and new businesses within the College district. Companies look favorably toward locating in areas with strong, comprehensive community colleges. The emphasis is on obtaining a skilled, quality work force with high productivity levels.~~

~~Training offered by Lake Land College, coupled with assistance in securing training grants, aids existing, expanding and start-up companies by reducing training costs. Lake Land College works with businesses in securing these funds offered through the State of Illinois, thus providing two of the four inducements: training and financing. To request that Lake Land College offer a third inducement through tax abatement could affect the College's ability to provide a skilled, technological, current work force.~~

~~Tax abatement, as an incentive, will be brought to the Board on an individual basis. When considering tax abatement requests, the Board will weigh the number of jobs to be retained or to be added; the company's commitment to capital investment; the market for the~~

~~commodity, good, and/or service; and the time length of the abatement. Abatements will be granted for capital investment expended on new developments and/or expansion efforts only. Although tax abatements are normally afforded to business or industry, the Board may elect to approve an abatement which includes residential developments. For the Board to consider such requests, the following guidelines must be met: 1) the affected properties are not in a TIF district; 2) the length of time for the abatement is three (3) years or less; and 3) the total number of residential lots is 30 or less for the city or town.~~

~~Companies, firms, or agencies will present tax abatement requests to the Board at a monthly meeting. A one-month period of time will elapse between the time the request is made and the decision of the Board.~~

Global, domestic and area competition for retraining and attracting industry have increased the use of state and local inducements as marketing tools. There are four basic categories of inducement: taxes, financing, training, and special, e.g., legislation, reduced price of property, utility extensions, etc.

Companies look favorably toward locating in areas with strong, comprehensive community colleges. In addition to providing a strong, comprehensive community college, Lake Land College, as a community college, is directly involved in providing training, financing and tax inducements.

Lake Land College provides training inducements by offering industry specific, customized training and retraining services to existing, expanding, and new businesses within the College district. The emphasis is on obtaining a skilled, quality work force with high productivity levels.

Lake Land College provides financial inducements by contributing aid in securing training grants to existing, expanding, and start-up companies which reduces training costs incurred by these companies. Lake Land College also works with businesses to secure funds offered through the State of Illinois.

Lake Land College provides tax inducements by considering requests for abatement of taxes as permitted by Illinois law. The College views

tax incentives which support residential development or redevelopment of blighted areas as significant ways to support community and economic development. The Illinois Property Tax Code authorizes taxing districts to abate taxes in relation to specific commercial and industrial properties (35 ILCS 200/18-165 (2022) et seq.). All tax abatement requests will be considered by the Board on an individual basis and may be granted in the discretion of the Board and in compliance with the applicable statutes. Companies, firms, or agencies will present tax abatement requests to the Board for consideration at a monthly meeting. A one-month period of time will elapse between the time the request is made and the decision of the Board.

In compliance with 35 ILCS 200/18-165 et seq. of the Illinois Property Tax Code, the following are the requirements for tax abatement requests:

1. Tax abatement requests must be submitted in writing to the Board.
2. Tax abatements will not be granted for a period of time in excess of ten (10) years.
3. When considering tax abatement requests, the Board will weigh the following factors:
 - a. The number of jobs to be retained or to be added;
 - b. The company's, firm's or agency's commitment to capital investment;
 - c. The market for the commodity, good, and/or service;
 - d. The economic or community development impact to the region; and
 - e. The time length of the abatement.
4. Abatements will be granted for capital investment expended on new developments, redevelopments and/or expansion efforts only.
5. Although tax abatements are normally afforded to business or industry, the Board may elect to approve an abatement which includes residential developments that are part of a TIF district or enterprise zone application or extension request to be approved under state guidelines for those two development incentive plans, pursuant to Section 18-170 of the Illinois Property Tax Code, 35 ILCS 200/18-170 (2022).

6. For the Board to consider requests to approve an abatement which includes residential developments that are not part of a TIF district or enterprise zone application but are otherwise permitted by law, the following guidelines must be met:

- a. The length of time for the abatement is three (3) years or less; and
- b. The total number of residential lots is thirty (30) or less for the city or town.

Adopted November 9, 1998
Revised April 12, 2004
Revised September 11, 2006
Revised



MEMO

TO: Dr. Josh Bullock, President
Board of Trustees

FROM: Jean Anne Highland, Chief of Staff

CC: Lake Land College Board of Trustees

DATE: August 25, 2022

RE: Revisions to Board Policy 10.32 – *Pay Schedule*

I am submitting recommended revisions to Board Policy 10.32 – *Pay Schedule* to align this Policy with our current pay schedule practices. Ms. Madge Shoot, Comptroller, directs employees to submit time entries by an appropriate deadline as needed per pay period based on various scheduling issues such as holidays.

I submit proposed revisions as first reading for your initial consideration and am happy to answer any questions.

Thank you for your consideration of this request.

Attachment

10.32**Pay Schedule**

Payroll is distributed bi-weekly for all employees. All electronic time entry must be submitted by an employee and approved by the employee's supervisor by ~~1:00 p.m. on Tuesday following the end of the pay period~~ a due date established by the Comptroller.

Faculty members have the option of receiving their annual salary paid on a nine-month, ten month or twelve-month basis. In either case, the option must be made with the Accounting office no later than the first day of the Fall Semester and may not be changed during that academic year.

Payment for overload will be made according to the approved Faculty Association contract.

Paychecks will be sent via regular U.S. Mail one day prior to the official pay date for employees who choose this option. Employees may also choose to view their pay advices online.

Adopted November 9, 1998
Revised June 10, 2002
Revised April 12, 2004
Revised December 13, 2004
Revised January 10, 2005
Revised July 14, 2014
Revised December 12, 2016
Revised December 10, 2018
Revised

Calendar of Events

Monday, September 12, 2022	4 p.m. – Retiree Wall of Fame Unveiling, Luther Student Center 5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Friday, September 30, 2022	2022 Foundation Annual Golf Classic Mattoon Golf & Country Club
Thursday, October 6, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, October 10, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, October 20, 2022	Foundation & Alumni Awards Reception
Thursday, November 10, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, November 14, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, December 8, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, December 12, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011



MEMO

TO: Election Candidates, Lake Land College Board of Trustees

FROM: Jean Anne Highland, Chief of Staff
Ph. 217-234-5329, Email: jhighland@lakelandcollege.edu

DATE: August 29, 2022

RE: Nomination Filing – Consolidated Election

The Trustee Election will be held April 4, 2023, as part of the 2023 consolidated election. Three six-year terms will appear on the Lake Land College ballot. The three terms are held by Ms. Doris Reynolds, Mattoon, Mr. Mike Sullivan, Mattoon, and Ms. Denise Walk, Teutopolis.

Candidates may begin circulating petitions on Tuesday, September 20, 2022. Election packets may be requested from the President's Office by calling 217-234-5329 or submitting an email to jhighland@lakelandcollege.edu.

The candidate's election packet includes:

- ICCTA Candidate Brochure - informational
- Statement of Candidacy
- Petition for Nomination – requirement of not less than 50 signatures of voters registered within the Community College District No. 517. Forms may be photocopied, but signatures must be original on petitions submitted.
- Statement of Economic Interest – filed with the Coles County Clerk's office. File receipt with the Lake Land College President's Office.
- Loyalty Oath – optional.

A *Candidate's Guide* is available from the State Board of Elections, 2329 S. MacArthur Boulevard, Springfield, IL 62704, (217) 782-4141 or may be downloaded from their website at:

<https://www.elections.il.gov/>

The filing period will be December 12-19, 2022. Candidates may submit petitions and all required forms in person or by a representative to the Office of the President, Lake Land College, Board and Administration Center, 5001 Lake Land Blvd., Mattoon, IL 61938 during normal business hours (Monday through Friday, 8:00 am to 5:00 p.m. each day). Candidates may also

submit petitions and all required forms via mail to this same address. However, all materials must be received during the prescribed filing period.

The period for filing objections to nomination papers will be 8:00 a.m. to 5:00 p.m. on the following five dates: Tuesday, December 20, 2022; Wednesday, December 21, 2022; Thursday, December 22, 2022; Tuesday, January 3, 2023; and Wednesday, January 4, 2023.

This information is provided as a public service. It is the requirement of each candidate to comply with all applicable laws and requirements.



MEMO

TO: Board of Trustees, Lake Land College
FROM: Dr. Josh Bullock, President
DATE: September 7, 2022
RE: Requests for Special Event Tuition Waivers

Please find attached four memorandums from various College staff regarding five special event tuition waiver requests for FY 2023. This request is submitted annually to the Board per Board Policy 07.08 – *Tuition, Rates, and Fees*. It is respectfully requested that the Board of Trustees approve the following special event tuition waivers for FY 2023:

1. Award 11 three-credit-hour tuition waivers for the first-place winners of the annual Business and Computer Contest to be held in April 2023.
2. Award up to 14 tuition waivers of \$1,000 each for the top-performing students who participate in the Academic Challenge to be held in early spring, 2023.
3. Award five three-credit hour tuition waivers for attendees of the Principals, Deans, and Counselors (PDC) meeting to be held in November 2022.
4. Grant a tuition waiver for Miss Illinois 2023 should she choose to attend Lake Land College.
5. Award six three-credit hour tuition waivers to participants of the National Manufacturing Day events held in the district and hosted by Effingham County Chamber of Commerce, Coles Together and local manufacturers.

Attachments



MEMO

TO: Dr. Josh Bullock, President
FROM: Tessa Wiles, Director of Dual Credit & Honors Experience
CC: Ike Nwosu, Vice President for Academic Services
DATE: August 3, 2022
RE: Academic Challenge Tuition Waivers

Lake Land College will be hosting the 2023 regional competition of the Academic Challenge on Friday, February 3. This event brings some of the best and brightest students from within our district to the Lake Land College campus. The event is structured to have all participating schools attend in person testing on two of their choice in subject from one of the seven areas of study.

Since February 2010, Lake Land College has issued 154 waivers to students for academic excellence at the regional competition; 39 of those waivers were used, generating FTE for the College. To increase the opportunity for students to utilize the waivers, we have created solutions that we feel would be beneficial to both the student winners and to the College. Considering some participants win a tuition waiver while in their junior year of high school, we have extended the usage date of the waivers from 12 months to 36 months to allow the younger students an opportunity to use the waivers. In addition, for circumstances where the winner may have another scholarship awarded, we are allowing the \$1,000 waivers to be used for tuition and course fees.

The Dual Credit Program, once again, respectfully requests that the Lake Land College Board of Trustees allow us to award up to 14 tuition waivers of \$1,000 each to the top competitors in the seven challenge categories (Biology, Chemistry, Computers, Engineering Graphics, English, Mathematics, and Physics).

Your consideration of this request is greatly appreciated.



MEMO

TO: Dr. Josh Bullock, President

FROM: Chris Strohl, Dean for Workforce Solution and Community Education

CC: Ike Nwosu, Vice President for Academic Services

DATE: September 7, 2022

RE: Manufacturing Day Tuition Waivers Request

Lake Land College is a partner in the recognition of National Manufacturing Day in Effingham and Coles Counties. These events bring approximately 300-500 in-district students annually together from within our district to various manufacturing sites throughout the district. The college assists the Effingham County Chamber of Commerce, Coles Together and the local manufacturers to help host these events, which expose high school students to modern, high-tech manufacturing jobs.

We respectfully request the Board of Trustees approve 6 three-credit-hour tuition waivers for these events. We would use the waivers as incentives for the students to meet with faculty members, speak with college admissions representatives, and explore Lake Land College's educational pathways on the event days.

Members of the partnership would greatly appreciate the additional support of this event.

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President
FROM: Valerie Lynch, Vice President for Student Services
DATE: August 29, 2022
RE: Annual Request for Tuition Waivers

I would like to request the following special tuition waivers for FY 2023. Please let me know if you have questions or need additional information. Thank you.

Principals, Deans and Counselors (PDC)

We will be hosting our annual meeting for district high school Principals, Deans, Counselors (PDC), and representatives from local workforce development and rehabilitation services, on Friday, November 4, 2022 in the Foundation & Alumni Building. This meeting provides an excellent opportunity for us to share with our guests all the college has to offer their students and graduates. Attendees have the opportunity to explore our academic programs, support services and initiatives at the college. Again, this year, we would like to enter all attendees into a drawing to win a three-credit hour tuition waiver, which they may award to a student of their choosing who will be attending Lake Land College following high school graduation. Response from the attendees regarding the PDC scholarship has been very positive. As such, we would like to request *five three-credit hour tuition waivers* to be awarded at the event.

Miss Illinois

Each year, Lake Land College is invited to join other Illinois colleges and universities in supporting the Miss Illinois Scholarship Program. As a participant, the College agrees to offer a tuition waiver to the current Miss Illinois should she choose to attend Lake Land College. The tuition waiver would be awarded for two years and the recipient would be required to meet all academic and eligibility requirements of the college, including successful completion of at least 12 credit hours each semester with a grade point average of 2.0 or higher. In recognition of our support, Lake Land College would receive a full-page ad in the Official Miss Illinois Souvenir Program Book that is distributed to individuals and businesses throughout the state.



MEMO

TO: Jonathan Bullock, President
FROM: Ike Nwosu, Vice President for Academic Services
DATE: August 25, 2022
RE: **Tuition Waiver for Business & Computer Contest**

Tynia Kessler, Business Division Chair, has asked if Lake Land College would provide a 3 credit hour tuition waiver to the first-place winners of the competitive events offered at the annual Business & Computer Contest on April 28, 2023.

Each year 16-20 local high schools attend, and this is a major marketing and recruiting event for the college and the Business Division. Awarding the first-place winners a tuition waiver is an excellent recruiting strategy to promote Lake Land College to some of our district's brightest students.

We respectfully request that the Board of Trustees approve eleven, 3 credit hour tuition waivers for winners of the annual Business & Computer Contest.



MEMO

TO: Valerie Lynch, Vice President for Student Services

FROM: Brittany Aitken, Community Outreach Coordinator

DATE: August 30, 2022

RE: Tuition Waiver for Employees at In-District Businesses

The use of tuition waivers was extended to Spring 2022, Summer 2022 and Fall 2022. Custom flyers were created for 150+ businesses, sharing classes and programs that aligned with their businesses. Forty-seven students enrolled in classes. They enrolled in a total of 220 credits. The College's ROI equaled 85 credit hours. Many students enrolled again in upcoming semesters. Examples of businesses who shared and utilized the waivers include Dietrich Bank, Patterson, Sarah Bush Lincoln, Heartland Dental, HSHS, The Equity, North American Lighting, Coles County Sheriff's Department, Mattoon School District, Boos, First Mid Bank and Trust, EJ Water, and Villas of Hollybrook (various locations).

With the proven success of these waivers in the community, we are requesting 100, three-credit hour tuition waivers for the Spring 2023, Summer 2023 and Fall 2023 terms to attract and enroll new adult students to Lake Land College. In the past, Admissions has requested tuition waivers for "Adult Week" on campus. This year with these tuition waivers, we hope to reach more adult students through outreach to our local businesses and with community engagement.

We have also been involved in several new marketing opportunities within the community including local parades, attending local fairs, and engaging in more one on one activities to recruit to an untapped adult demographic. These tuition waivers will provide incentive for these individuals to get their foot back in the door here at Lake Land College.

Many businesses have asked if we have any discounts or incentives for their employees to take classes at Lake Land. These waivers will allow us to have something to offer our local businesses. Up to three credit hours will be awarded to students who have not attended Lake Land anytime in the past year (stop out status). This tuition waiver will not cover fees. Once a student enrolls and takes their first course with us, we believe they are more likely to continue.

These tuition waivers align with the College's strategic goal of "advancing relationships among education, community and workforce partners to support job readiness, local industry and workforce development." We are collaborating with our local businesses to help educate our workforce and help employees start/finish certificates and degrees necessary for the growth and success of our community.



MEMO

TO: Dr. Josh Bullock, President

FROM: Mr. Greg Nuxoll, Vice President for Business Services

DATE: August 19, 2022

RE: July 2022 Financial Statement Summary

Outlined below are the budgetary variances of note for the month of July for Fiscal Year 2023.

Areas of Concern:

- We do not feel we have any significant budgetary areas of concern through July 2022, the first month of FY2023.

Overall Variances:

- *Revenue* – Total July 2022 revenue was \$9,737,528 resulting in an unfavorable variance of \$360,858 compared to the budgeted level for both MTD and YTD. The monthly variance is unfavorable primarily due to negative variances in local sources and others state sources mitigated by a positive variance in tuition revenue.
- *Expenditures* – Total July 2022 expenditures were \$1,839,895 resulting in an overall favorable variance of \$2,110,886 for both MTD and YTD.

Revenue Variances:

- *Local Sources* – A monthly unfavorable variance exists of \$556,605 for both MTD and YTD. The variance is a timing issue dependent on the local counties property tax cycle and the timing as to when funds are sent to the College. As the year transpires, we expect the variance to normalize.
- *ICCB Credit Hour Grant* – We received \$729,831 in July 2022 resulting in an unfavorable monthly variance and a yearly variance of \$55,946. The variances are timing related as we typically receive a larger payment in the 1st month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year-end.
- *ICCB Equalization Grant* – We received equalization payments of \$544,608 in July 2022 resulting in a \$0 monthly and yearly variance.

- *Tuition & Fees* – July 2022 had a favorable variance for tuition of \$484,427 while fees were favorable by \$27,942. In the FY 2023 budget, the College budgeted enrollment to be at the same level as the FY 2022. Through July 2023, the enrollment headcount and credit hours are slightly above anticipated levels resulting in an unfavorable variance.
- *Other State Sources* – The Month and Year to Date variances in this area are unfavorable by \$318,861 as \$23,872 of the expected \$342,734 budgeted payments were received in July 2022. We expect the variance to normalize over the course of the year.
- *Other Revenue* – Year to date other revenue favorable by \$58,186.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall, the salary and wage lines had a favorable variance in July 2022 and YTD of \$459,604. A portion of the variance is related to timing issues and how the College records prepaid salaries for audit purposes. As the year transpires, we expect the variance to normalize.
- *Employee Benefits (overall)* – Overall, there was an unfavorable variance in employee benefits in July 2022 and YTD of \$2,128.
- *Instructional* – The Instructional expenditures had favorable variance in July 2022 and YTD of \$291,388. The YTD variance is mainly attributable to favorable variances in salary and wages and general material and supplies.
- *Academic Support* – The Academic Support expenditures had a favorable variance in July 2022 and YTD of \$80,045.
- *Student Services* – The Student Services expenditures had a favorable variance in July 2022 and YTD of \$118,947.
- *Public Service/Continuing Education* – The Public Service/Continuing Education had a favorable July 2022 and YTD of \$29,810.
- *Operations & Maintenance* – The Operations and Maintenance expenditures had a favorable overall variance in July 2022 and YTD of \$144,307.
- *Institutional Support* – The Institutional Support expenditures had a favorable July 2022 and YTD variance of \$1,362,327 with the most favorable variances in nearly all line items. As the year transpires, we expect the variance to normalize.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area had a favorable variance for July 2022 and YTD of \$84,062.

Please do not hesitate to contact me if you have any questions or need any further clarification on any of these items or have others you would like to discuss.

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance
1,044,542.83	1,504,147.08	459,604.25	Salary and Wages	1,044,542.83	1,504,147.08	459,604.25
170,535.11	168,407.57	(2,127.54)	Employee Benefits	170,535.11	168,407.57	(2,127.54)
42,177.32	416,510.58	374,333.26	Contractual Services	42,177.32	416,510.58	374,333.26
250,905.09	887,339.17	636,434.08	General Materials and Supplies	250,905.09	887,339.17	636,434.08
(143.99)	78,632.47	78,776.46	Travel and Meeting Expenses	(143.99)	78,632.47	78,776.46
200,379.87	220,117.50	19,737.63	Fixed Charges	200,379.87	220,117.50	19,737.63
95,336.50	125,283.33	29,946.83	Utilities	95,336.50	125,283.33	29,946.83
-	28,427.99	28,427.99	Capital Outlay	-	28,427.99	28,427.99
6,311.93	234,722.08	228,410.15	Contingency Funds	6,311.93	234,722.08	228,410.15
-	1,626.86	1,626.86	Other Expenditures	-	1,626.86	1,626.86
1,810,044.66	3,665,214.63	1,855,169.97	Total	1,810,044.66	3,665,214.63	1,855,169.97

Lake Land College

FY2023 Salary, Wage & Benefits Detail

Salary & Wages	Year to Date			FY2023 Budgeted	FY23 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Salary and Wages - Instructional	\$907,763	\$1,010,480	\$102,717	\$13,028,296	\$907,763	\$13,028,296	\$12,120,533
Salary and Wages - Acad. Support	\$17,924	\$35,069	\$17,145	\$216,254	\$17,924	\$216,254	\$198,330
Salary and Wages - Stud. Svcs	\$129,567	\$143,416	\$13,849	\$1,892,481	\$129,567	\$1,892,481	\$1,762,914
Salary and Wages - Public Svc.	\$22,421	\$32,053	\$9,632	\$493,346	\$22,421	\$493,346	\$470,925
Salary and Wages - Maintenance	\$62,537	\$63,411	\$874	\$1,041,986	\$62,537	\$1,041,986	\$979,449
Salary and Wages - Inst. Support	(\$95,668)	\$219,718	\$315,386	\$3,533,791	(\$95,668)	\$3,533,791	\$3,629,459
Total Salary and Wages	\$1,044,543	\$1,504,147	\$459,604	\$20,206,154	\$1,044,543	\$20,206,154	\$19,161,611

Employee Benefits	Year to Date			FY2023 Budgeted	FY23 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Employee Benefits - Instructional	\$82,864	\$79,143	(\$3,721)	\$2,188,558	\$2,051,378	\$2,188,558	\$137,180
Employee Benefits - Acad. Support	\$2,662	\$7,975	\$5,312	\$63,897	\$74,099	\$63,897	(\$10,202)
Employee Benefits - Stud. Svcs	\$17,810	\$23,449	\$5,639	\$574,909	\$438,935	\$574,909	\$135,974
Employee Benefits - Public Svc.	\$2,699	\$2,123	(\$577)	\$62,870	\$61,706	\$62,870	\$1,164
Employee Benefits - Maintenance	\$13,579	\$15,813	\$2,234	\$376,366	\$334,730	\$376,366	\$41,636
Employee Benefits - Inst. Support	\$50,921	\$39,906	(\$11,015)	\$824,367	\$1,317,320	\$824,367	(\$492,953)
Total Employee Benefits	\$170,535	\$168,408	(\$2,128)	\$4,090,967	\$4,278,168	\$4,090,967	(\$187,201)



MEMO

TO: Dr. Jonathan Bullock, President
Greg Nuxoll, Vice-President for Business Services

FROM: Dustha Wahls, Director of Human Resources

DATE: August 19, 2022

RE: Tort Levy Expenditures/Risk Management Plan

Tort Immunity allows public entities to levy taxes to fund expenses related to tort liability, insurance and risk management programs. The Tort Immunity Act allows for levied taxes to be exempt from various limitations that would otherwise be subject to applicable tax levies.

The College's formal TORT Levy plan was adopted in August, 2006 and is reviewed annually by the Vice President of Business Services, Human Resources, and Comptroller for position changes and updates. Therefore, I respectfully request a review and approval of the college's TORT Levy Expenditures/Risk Management Plan for FY2023 which resulted in 3 additional positions. The newly added positions are Chief Information Officer, Director of Information Securities, and Information Security Specialist. These positions are involved integrally on cybersecurity plans, assessments, and threats.

Lake Land College

TORT LEVY EXPENDITURES/RISK MANAGEMENT PLAN

Board of Trustees

Lake Land College

Tort Levy Expenditures/Risk Management Plan

Lake Land College shall have in operation a comprehensive Risk Management Program which shall reduce or prevent the College's exposure to liability. It is of the utmost importance for the College: (1) to ensure that statutory and common law, health and safety rights are extended to all visitors, employees and students; (2) to ensure that the College's buildings and grounds are maintained in a safe condition; (3) to provide careful supervision and protection of all the College's real and personal property, including vehicles.

The Illinois Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/9 – 101 et. Seq.) provides for a community college district to levy a tax which when collected will pay the cost of risk management (Section 9-107). In addition, this Section provides for funds raised pursuant to this Section to be used to pay the cost of insurance, including all operating and administrative costs and expenses directly associated therewith, claim services and risk management directly attributable to loss prevention and loss reduction, to purchase claim services, to pay for judgments or settlements, or to otherwise pay the cost of risk management programs.

The College's Risk Management Program shall provide for: (1) identification of the various components of the Risk Management Program; (2) clearly delineated personnel responsibilities; (3) adequate insurance against liability exposure; (4) identified and allowable costs for the maintenance of the Risk Management Program. In addition, the College's Risk Management Program shall provide for identification and analysis of loss exposure selection of techniques to handle such loss exposure, implementation of the selected techniques, and regular monitoring and adjustment of the Program.

One primary component of the Risk Management Program is the provision of an insurance/compensation program that will provide protection to the College against liability. Portions of this component shall include, but not be limited to:

1. Purchase of Insurance Consultant Services, if needed.
2. Premiums for the various necessary insurances, including all liability insurance, workers compensation, (No payments for property damage and fleet insurance) unemployment compensation, etc.
3. Pay judgments or settlements arising against the College.
4. Pay for all legal fees connected with protecting or defending the College against liability.
5. Allowance for the time expended by assigned College personnel to perform educational inspectional and supervisory services directly related to loss prevention and loss reduction under the Risk Management

In order to clearly delineate personnel responsibilities the college interviewed employees whose responsibilities either partially, or in whole, contribute to risk management. All of the employees' responsibilities were identified, and an estimation was made regarding the amount of time the employee spends on each task during the course of an average work day. Using that data, the college identified the percentage of time each employee spends performing risk management tasks directly related to Tort loss prevention and loss reduction. Lake Land College job descriptions will reflect these responsibilities.

The positions below have been identified as having risk management responsibilities.

Position	% of job duties related to tort liability	Risk Management Responsibilities
Comptroller	5%	The comptroller spends 5% of his/her time engaged in tort prevention related activities including supervision and auditing of loss and casualty insurance claims.
Sr. Human Resources Generalist and College Compliance Coordinator	50%	The Sr. Human Resources Generalist spends an estimated 50% of his/her time working on issues directly related to tort liability. These responsibilities include safety audits, accident, health; Worker's Compensation Pathogens training. He/she ensures the appropriate reports are filed, follows up with claimants and processes Worker's Compensation paper work for employees. This position also coordinates with the hospital for the CDL drug screening pool. This position is also the Deputy Title IX Coordinator for the college.
Training & Development Coordinator	50%	The Training & Development Coordinator spends an estimated 50% of his/her time working on issues directly related to tort liability. These responsibilities include coordinating the delivery and content of organization wide annual training in compliance with College policy and laws; coordinates and tracks safety training, such as forklift, utility cart training, and Blood Borne Pathogens training. This position also serves as a Title IX Investigator.
Custodians	5%	Custodians spend an estimated 5% of their time working on issues directly related to tort liability. Examples of these tasks include looking for trip hazards, mopping spills, picking up obstacles that block aisles in class rooms and putting out wet floor signs to warn of slip hazards. These risk management responsibilities are assigned in addition to non-tort related tasks such as general cleaning, room set ups, emptying trash, vacuuming, cleaning walls and base boards and stocking paper towels.

Groundskeepers	5%	Groundskeepers spend an estimated 5% of their time working on issues directly related to tort liability. Examples of these tasks include looking for outdoor trip hazards, cleaning debris and snow and ice removal from sidewalks and roadways. Reviewing maintenance of curbs and sidewalks. These risk management responsibilities are assigned in addition to non-related tort tasks such as general mowing, weed control and equipment maintenance.
Custodial Supervisor	20%	The custodial supervisor spends an estimated 20% of his/her time working on issues directly related to tort liability. The supervisor's time is devoted to ensuring employees follow safety guidelines such as wearing eye protection, hearing protection and back supports, walking through buildings looking for safety hazards and processing worker's compensation forms. 10% of his/her time is devoted to ensuring room setups are done in accordance with ADA and other regulations; making sure aisles are of sufficient width, making sure the number of seats do not exceed fire code standards, etc. 5% of his/her time is spent training employees, with the safety officer, in work place safety topics such as blood borne pathogens, fork lift safety, use of personal protective equipment, and bending and lifting techniques. These risk management responsibilities are assigned in addition to non-tort related tasks such as ordering and putting away supplies, general maintenance, employee evaluations.
Maintenance	40%	Maintenance workers spend an estimated 40% of their time working on issues directly related to tort liability. Examples of these assigned tasks include changing interior and exterior lighting for the safety of our patrons, repairing college vehicles to ensure they are safely maintained, inspection of sprinkler systems, trimming trees to meet ADA height requirements, and maintaining dental lab equipment to ensure health department guidelines are met. These risk management responsibilities are assigned in addition to non-tort related functions which include general moving and repair, service oriented functions such as opening cars with the keys locked inside, and room set up.

Kluthe Site Technician	20%	The Kluthe Site Technician spends an estimated 20% of their time working on issues directly related to tort liability. Examples of these assigned tasks include consultant to security service by monitoring and maintaining of security data storage, backup, and retrieval. Additionally, this employee changes interior and exterior lighting for the safety of our patrons, inspection of sprinkler systems, trimming trees to meet ADA height requirements, and maintaining classroom lab equipment to ensure health department guidelines are met. These risk management responsibilities are assigned in addition to non-tort related functions which include general snow removal, service oriented functions such as opening cars with the keys locked inside, and room set up.
Director of Physical Plant Operations	20%	The director of the physical plant spends an estimated 20% of his/her time supervising and following-up on tort related issues. These risk management responsibilities are assigned in addition to non-tort related issues in the area of general construction in which he/she works with the director of facilities planning, record storage management, equipment tagging, general process improvements, and working with various entities on campus to coordinate general maintenance needs. Direct and review completion of lighting for the safety of our patrons, repairing college vehicles to ensure they are safely maintained, inspection of sprinkler systems, trimming trees to meet ADA height requirements, removing of snow and ice from pedestrian pathways and maintaining lab equipment to ensure health and safety guidelines are met.
Assistant Director of Physical Plant Operations (vacant)	20%	The assistant director of the physical plant spends an estimated 20% of his/her time supervising and following-up on tort related issues. These risk management responsibilities are assigned in addition to non-tort related issues in the area of record storage management, equipment tagging, general process improvements, and working with various entities on campus to coordinate general maintenance needs. Direct, supervise and review completion of lighting for the safety of our patrons, repairing college vehicles to ensure they are safely maintained, inspection of sprinkler systems, trimming trees to meet ADA height requirements, removing of snow and ice from pedestrian pathways and maintaining lab equipment to ensure health and safety guidelines are met.

Facilities Coordinator to Physical Plant Operations	10%	The Facilities Coordinator to the Physical Plant spends an estimated 10% of his/her time working on tort related issues. Responsibilities in this area include scheduling and maintenance of college vans and busses and coordination of tort related tasks for the maintenance and custodial staff (taking the initial call, dispatching the information to the appropriate personnel and follow up).
College Nurse	90%	The college nurse spends an estimated 90% of his/her time working on tort related issues. 60% of his/her time is devoted as a first response to injury. 20% of his/her time is devoted to managing physicals, immunizations, TB tests and CPR certification of nursing students, managing eye wash stations and management of athletic physicals as required by law. 10% is devoted to training such as alcohol and other drug related training for students.
Counselor for Student Accommodations & Mental Health Initiatives	50%	The counselor for student accommodations and mental health initiatives spends an estimated 50% of his/her time working on tort related issues. These tasks relate to state and ADA guide lines regarding students with disabilities such as providing note takers and interpreters, ordering books on tape, sending instructor notifications, communicating with parents, instructors and students about accommodations, responding to requests for information, Chairs/member of the Behavioral Intervention Team, and coordinating facilities and technology accessibility issues with the appropriate administrative personnel. These risk management responsibilities are assigned in addition to non-tort related issues such as general counseling and advising, orientation, teaching and filing reports.
Police Chief and Officers	100%	Due to the nature of their responsibility as sworn law enforcement officers, the police department staff is devoted 100% to tort related issues. Police officers respond to, report and investigate all reports of crimes and suspicious activity/persons on campus. They also investigate traffic accidents on or near campus, respond as back up units to area law enforcement agencies, direct traffic, provide escorts to students and staff who request them, provide security at the Kluthe Center, provide security at special events including basketball games, Special Olympics and other events on campus, and respond to medical emergencies (all officers are certified in CPR/AED/first aid. The Chief of Police also serves on the Behavior Intervention Team investigating safety issues and concerns.

Chief Information Officer	15%	The Chief Information Officer spend an estimated 15% of his/her time working on tort related issues. He/she is responsible for ensuring the College provides adequate and sufficient processes, procedures, tools and personnel to protect the College from all cybersecurity threats. He/she works directly with his staff on an overall cybersecurity plan that addresses any imminent cybersecurity threats and ensures the College meets all requirements from cybersecurity assessment form to ensure the College qualifies for Cybersecurity insurance annually.
Director of Information Securities	100%	The Director of Information Security spend an estimated 100% of his/her time working on tort related issues. He/she is responsible for deploying and maintaining adequate and sufficient processes, procedures, tools and personnel to protect the College from all cybersecurity threats. He/she works directly with the Information Security Specialist on an overall cybersecurity plan, addressing any imminent threats and ensures the College meets all requirements from cybersecurity assessment form to ensure the College qualifies for Cybersecurity insurance annually.
Information Security Specialist	100%	The Director of Information Security spend an estimated 100% of his/her time working on tort related issues. He/she reports to Director of Information Security addressing any imminent cybersecurity threats and helps deploy and maintain adequate and sufficient processes, procedures, tools and personnel to protect the College from all cybersecurity threats.
Director of Counseling and Judicial Affairs Advisement	5%	The Director of Counseling and Judicial Affairs Advisement spends an estimated 5% of his/her time working on tort related issues. He/she is responsible for ensuring students with special needs are properly coordinated. The Director oversees the Counselor/Coordinator Disability Services and ensures all applicable laws and statutes are adhered to. The Director serves on the Behavior Intervention Team investigating student safety issues and concerns. These risk management responsibilities are assigned in addition to non-tort related issues such as general counseling and advising.
Director of Human Resources	20%	The Director of Human Resources spends an estimated 20% of his/her time working on tort related issues. He/she is responsible for maintaining job descriptions that accurately reflect risk management and ensuring that all employees are aware of their specific risk management responsibilities. The director ensures worker's compensation claims are properly filed, working with the Director of the Physical Plant Training & Development Coordinator to verify proper training is implemented and ensures the college engages in hiring and

		promotion processes according to state and federal laws and standards and regularly reviews and updates the College's Risk Management Program. This position is also the Title IX Coordinator for the college.
Chief of Staff	10%	The Chief of Staff spends an estimated 10% of his/her time working on tort related issues. Assisting the President of the college, this position discusses and ensures programs, and services that impact safety and reduce the college's exposure to liability are properly executed and maintained. This position supervises the head of the college police department.
Vice President for Student Services	5%	The Vice President for Student Services spends an estimated 5% of his/her time working on tort related issues. The Vice President supervises the department heads of the counseling department and the college nurse. The Vice President serves on the Title IX and Behavioral Intervention Teams and determines final action on student matters.
Vice President for Business Services	10%	The Vice President for Business Services spends an estimated 10% of his/her time working on tort related issues. The Vice President supervises the department heads of the maintenance, Comptroller and human resources departments. The vice president ensures that the department heads are properly meeting tort related expectations.
President	5%	The President spends an estimated 5% of his/her time working on tort related issues. As the chief executive officer of the college, the president discusses and ensures programs, and services that impact safety and reduce the college's exposure to liability are properly maintained.

Adopted 8/2006
Reviewed 4/2007
Amended 6/2008
Reviewed 4/2009

Amended 5/2010
Amended 8/2011
Reviewed 8/2012
Reviewed 8/2013
Amended 8/2014
Reviewed 8/2015
Revised 8/2016
Reviewed 08/2017
Revised 08/2018
Reviewed 08/2019
Revised 08/2020
Revised 08/2021
Revised 08/2022

LAKE LAND COLLEGE

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC:

DATE: September 6, 2022

RE: Technology Surplus Equipment

Please find a listing of technology items that have become surplus with items ranging from core switches to various audio-visual devices. The items are obsolete and have little value to the college.

As with past surplus items, we will seek the best financial route to follow in disposing of these items. Those routes could include sales to individuals, auction house consignment, and/or wholesale purchasers.

I recommend declaring these items as surplus materials and seek authorization to dispose of these items in a manner most beneficial to the college.

Attachment

Switch	Serial Number	Notes	Accounting Number	Item	Model	Serial Number	Accounting Number
K10	435212220046685F			Peavey Speaker	112SE	08384883	00007161
K10	435212220053685F			Peavey Speaker	112SE	08383101	00007160
K10	435212220067685F			VCR	Panasonic PV-7450	K7SA14709	00007170
K10	435212470185685H			VCR	Panasonic AG-2560	B1KN01569	00007182
K10	435212470090685H			DVD Player	Sony	DVP-SR2110P	N/A
K10	435212220043685F			DVD Player	Sony	DVP-SR200P	N/A
K10	435212410275685H			DVD Player	Sony	DVP-SR200P	N/A
K10	435212220042685F			DVD Player	JVC	XV-N420	00007174
K10	435015305215635H	Chassis		Microphone System	Nady 401X Quad	4022608363	N/A
K10	437312460049685M	Top module		Camcorder	Vixia HV30	722632144412	N/A
K10	435211261298575E	Module 1					
K10	435215410498685L	Module 2					
K10	435211261084575E	Module 3					
K10	435215410416685L	Module 4					
K10	4354112514595746	Module 10					
K10	435012475200635H	Chassis	8395				
K10	437312460047685M	Top Module					
K10	435212410078685H	Module 1					
K10	435212410158685H	Module 2					
K10	435212410124685H	Module 3					
K10	435212410263685H	Module 4					
K10	435212410056685H	Module 5					
K10	435212410004685H	Module 6					
K10	435212410088685H	Module 7					
K10	435211341514575E	Module 8					
K10	435012475201635H	Chasis	8396				
K10	437312460007685M	Top Module					
K10	435212410120685H	Module 1					
K10	435212410035685H	Module 2					
K10	435212410232685H	Module 3					
K10	435212410090685H	Module 4					
K10	435212410002685H	Module 5					
K10	435212410166685H	Module 6					
K10	435212470355685H	Module 7					
K10	435212470398685H	Module 8					
K10	435012465342635H	Chassis	8403				
K10	437312460058685M	Top Module					
K10	435212470346685H	Module 1					
K10	435212470188685H	Module 3					
K10	435212470097685H	Module 5					
K10	435212470212685H	Module 6					
K10	435212470113685H	Module 7					
K10	435212470285685H	Module 8					
K10	435212470106685H	Module 9					
K10	435012485207635H	Chassis	8402				
K10	437312460051685M	Top Module					
K10	435212470220685H	Module 1					
K10	435212470163685H	Module 2					
K10	435212470215685H	Module 3					
K10	435212470121685H	Module 4					
K10	435212470218685H	Module 5					
K10	435212470156685H	Module 6					
K10	435212470200685H	Module 7					
K10	435212220038685F	Module 8					
K10	435212470151685H	Module 9					
K10	435012485237635H	Chassis	8397				
K10	437312280089685K	Top Module					
K10	435213290138685J	Module 1					
K10	435215450899685L	Module 2					
K10	435215410521685L	Module 3					
K10	435219100048685M	Module 4					
K10	435212470176685H	Module 5					
K10	435219100046685M	Module 6					
K10	4352122470345685H	Module 7					
K10	435212470135685H	Module 8					
K10	43521329187685J	Module 9					
K10	435012485172635H	Chassis					
K10	437314500630685U	Top Module					
K10	435218010164685M	Module 1					
K10	435212410115685H	Module 2					
K10	435215451034685L	Module 3					
K10	435213290117685J	Module 4					
K10	435215450939685L	Module 5					
K10	435212220049685F	Module 6					
K10	43521241001865H	Module 7					
K10	435012485223635H	Chassis					
K10	437312440015685M	Top Module					
K10	435211341584575E	Module 1					
K10	435217430229685M	Module 2					
K10	435212410044685H	Module 3					
K10	435212470204685H	Module 4					
K10	435212410172685H	Module 5					

K10	435212470177685H	Module 6	
K10	435217430392685M	Module 7	
K10	435212410248685H	Module 8	
K10	435012485291635H	Chassis	8414
K10	437312460056685M	Top Module	
K10	435218010104685M	Module 1	
K10	435214360543685J	Module 2	
K10	435212470207685H	Module 3	
K10	435212470199685H	Module 4	
K10	435215450871685L	Module 5	
K10	435218150083685M	Module 6	
K10	435212470211685H	Module 7	
K10	43521130008265E	Module 8	
K10	435212470147685H	Module 9	
K10	435012485126635H	Chassis	8391
K10	437312460002685M	Top Module	
K10	435212380132685H	Module 1	
K10	435212410013685H	Module 2	
K10	435212410186685H	Module 3	
K10	435212220040685F	Module 4	
K10	435218010165685M	Module 5	
K10	435212410017685H	Module 6	
K10	435012485288635H	Chassis	8398
K10	437312480009685M	Top Module	
K10	435212220046685F	Module 1	
K10	435212220053685F	Module 2	
K10	435212220067685F	Module 3	
K10	435124470185685H	Module 4	
K10	435212470090685H	Module 5	
K10	435212241027585H	Module 6	
K10	435012485261635H	Chassis	8415
K10	437312460012685M	Top Module	
K10	435212410043685H	Module 1	
K10	435212470201685H	Module 2	
K10	435212470343685H	Module 3	
K10	435212470091685H	Module 4	
K10	435212470160685H	Module 5	
K10	435212220029685F	Module 6	
K10	435212410242685H	Module 7	
K10	43511350626685E	Module 8	
K10	435012485203635H	Chassis	8393
K10	437312460044685M	Top Module	
K10	435212470129685H	Module 1	
K10	435212470116685H	Module 2	
K10	435212470118685H	Module 3	
K10	435212470208685H	Module 4	
K10	435212470115685H	Module 5	
K10	43521224701154685H	Module 6	
K10	4352122470114685H	Module 7	
K10	4352122470144685H	Module 8	
K10	435012485028635H	Chassis	8394
K10	437312460003685M	Top Module	
K10	435212470159685H	Module 1	
K10	435212470162685H	Module 2	
K10	435212470136685H	Module 3	
K10	435211261337575E	Module 4	
K10	435212470119685H	Module 5	
K10	435012485193635H	Chassis	8392
K10	437312370027685M	Top Module	
K10	435212410253685H	Module 1	
K10	435212410183685H	Module 2	
K10	435212470382685H	Module 3	
K10	435212410225685H	Module 4	
K10	435212410245685H	Module 5	
K10	435212470395685H	Module 6	
K10	435212410261685H	Module 7	
K10	4352124110215685H	Module 8	
K10	435212470126685H	Module 9	
K6	435112386207635H	Chassis	8409
K6	437412420077685M	Top Module	
K6	435212470171685H	Module 1	
K6	435212470321685H	Module 2	
K6	435215400085685L	Module 3	
K6	435212220016685F	Module 4	
K6	435212470356685H	Module 5	
K6	435112386345635H	Chassis	8412
K6	437412420053685M	Top Module	
K6	435217430277685M	Module 1	
K6	435212220118685F	Module 2	
K6	435212220055685F	Module 3	
K6	435212220022685F	Module 4	
K6	435212410047685H	Module 5	
K6	435112386312635H	Chassis	8411

K6	437412420042685M	Top Module	
K6	435212470359685H	Module 1	
K6	435212410195685H	Module 2	
K6	435212410039685H	Module 3	
K6	435212470339685H	Module 4	
K6	435118025042635L	Chassis	N/A
K6	437418030528685U	Top Module	
K6	435215410466685L	Module 1	
K6	435211251033575E	Module 2	
K6	435215451032685L	Module 3	
K6	435215100853685L	Module 4	
K6	435215410483685L	Module 5	
K6	435213210340685J	Module 6	
K6	435112096076635F	Chassis	8413
K6	437412420078685M	Top Module	
K6	435213220135685J	Module 1	
K6	435214360553685J	Module 2	
K6	435217430262685M	Module 3	
K6	435214020361685J	Module 4	
K6	435212470122685H	Module 5	
K6	435215410382685L	Module 6	
K6	435112385964635H	Chassis	8407
K6	437412420037685M	Top Module	
K6	435218200048685M	Module 1	
K6	435212470092685H	Module 2	
K6	435112155250635H	Chassis	8408
K6	437412420031685M	Top Module	
K6	435213290193685J	Module 1	
K6	435213290166685J	Module 2	
K6	435112096025635F	Chassis	8410
K6	437412420039685M	Top Module	
K6	435212470221685H	Module 1	
K6	435212410257685H	Module 2	
K6	435212470214685H	Module 3	
K6	435212410037685H	Module 4	
K6	435212470117685H	Module 5	
K6	435112386239635H	Chassis	8406
K6	43741220051685M	Top Module	
K6	435217430384685M	Module 1	
K6	4351153450436365H	Chassis	8620
K6	437415300082685R	Top Module	
K6	435215130033685L	Module 1	
K6	4352133290143685J	Module 2	
K6	435112386027635H	Chassis	
K6	437411370003685C	Top Module	
K6	435212470213685H	Module 1	
K6	435212470161685H	Module 2	
K6	435212470197685H	Module 3	
K6	435218150064685M	Module 4	
K6	435212470130685H	Module 5	
K6	435212470131685H	Module 6	
K6	435115345040635H	Chassis	
K6	437418030519685U	Top Module	
K6	435212220013685F	Module 1	
K6	435212410012685H	Module 2	
K6	435212470194685H	Module 3	
K6	435212410113685H	Module 4	
K6	435111255677635C	Chassis	8405
K6	437411370007685C	Top Module	
K6	435211350707685E	Module 1	
K6	435211350709685E	Module 2	
K6	435212410104685H	Module 3	
K6	435116335309635L	Chassis	8619
K6	437415070313685R	Top Module	
K6	435111265014635C	Chassis	8404
K6	437412420050685M	Top Module	



MEMO

To: Dr. Josh Bullock, President
From: Greg Nuxoll, Vice President for Business Services
Date: August 31, 2022
Subject: Proposed Lease with Jasper Holdings, LLC

Memo

The Board accepted the Early Childhood Access Consortium for Equity Opportunity Grant at the June 2022 Board Meeting. As part of the grant, the College will create an early childhood care and education program learning lab to teach child care and education techniques to Lake Land students in a living lab environment that will enroll up to ten children ranging in age from three to five years. Thus, the College needs to find a facility to house the early childhood care and education program learning lab as soon as possible.

At the August Board Meeting, the Board approved a short term lease for the Early Childhood Program with Maranatha Christian Academy as Lessor, for the period of August 1, 2022, through December 31, 2022 at 3516 W. Powell Ln., Mattoon, Illinois. The approval of the short-term lease was based on the understanding the College was seeking a more permanent home for the program.

The College has finalized details and is seeking to enter into a three-year agreement between the College, as Lessee, and Jasper Holdings, LLC, as Lessor, starting from the completion of the buildout for three-years. The lease agreement is for property located at 1808 W. Broadway, Mattoon. The proposed monthly rent amount is \$1,800 per month for year one, \$1,900 per month for year two and \$2,000 per month for year three. The lease will have two three-year options for renewals with no price escalations.

Jasper Holdings will buildout the existing building. The interior renovation will include 1,075 square feet of space and include 400 square feet of space for two ADA compliant restrooms. In addition, the space includes approximately 4,000 square feet of unimproved land that can be used as an outdoor playground. Jasper Holdings anticipates the building ready for occupancy in December 2022.

The College worked with our law firm, Robbins Schwartz, to reach an agreement on a formal lease agreement with Jasper Holdings, LLC

I respectfully request that the Board approve the negotiated three-year lease with Jasper Holdings, LLC for the property located at 1808 W. Broadway in Mattoon, IL

L E A S E

1. THIS LEASE, entered into effective **September 13, 2022** between **Jasper Holdings, LLC**, hereinafter referred to as Lessor, and **Lake Land College**, hereinafter referred to as Lessee.

2. The Lessor, in consideration of the covenants of the Lessee hereinafter set forth, does hereby lease to the Lessee the premises commonly known as **1808 Broadway Avenue, Mattoon, IL**, plus an adjacent unimproved area approximately 4,000 sq. ft. in size (collectively the “Premises”), for a term of thirty-six (36) months.

The obligation of Lessee to begin paying rent to Lessor or Lessor’s agent shall begin on the 1st day of the month immediately following the completion by Lessor of interior renovations to be described below (“Effective Date”). This Lease shall terminate at the end of the 36th month period after the Effective Date. Lessee shall have the option to renew the Lease for up to two three-year periods. The rent amount during any such renewal period shall be at the same rate as the highest rent amount under the prior Lease term.

3. Lessee shall pay Lessor or Lessor’s agent as rent for the premises as follows:

Months 1 through 12	\$1,800.00 per month
Months 13 through 24	\$1,900.00 per month
Months 25 through 36	\$2,000.00 per month

Rent payments via ACH debit from Lessee’s bank account is the preferred method. Monthly rent payments are due on the first day of each month. If Lessee fails to make any rent payment within 10 days of its due date, a \$100.00 late fee will be assessed, with an additional \$10.00 per day to be assessed for each day thereafter until the rent is paid in full.

4. Lessee shall give the Lessor at least sixty (60) days written notice of its desire to renew the terms of this Lease or of its intent to vacate the Premises.

5. The demised Premises shall be occupied and used for the purpose of operating a childcare lab and endeavors related thereto.

6. Lessee will, at all times, at Lessee’s own cost or expense keep the Premises in good repair and condition and in clean order, wear and tear arising from the reasonable use of the same and damages by the elements excepted. All mechanical equipment on the subject Premises will be maintained by Lessor, including plumbing, heating, electrical and air conditioning. Lessor shall also be responsible for maintenance and repair of the exterior of the building, and snow removal.

Prior to the commencement of Lessee’s occupation of the demised Premises and duty to pay rent as described hereinabove, Lessor shall perform the improvements set forth in this Section 6 at Lessor’s sole cost and expense. Lessor shall perform an interior renovation which will include installing new vinyl flooring in the existing approximately 1,075 sq. ft. space, exposing and sealing the original brick on the east wall, installing drywall on the remaining walls, and restoring the original metal ceiling. It will also include building an additional approximately 400 sq. ft. of space to the north end of the building, which will house two ADA compliant restrooms, a hallway to the rear emergency exit, and administrative space (the “Addition”). The finished floor in the Addition will be polished concrete, and the walls and ceilings will be finished with painted drywall. All construction will be done to meet or exceed current municipal, state, federal and ADA regulations.

The determination as to when the demised Premises are habitable and Lessee's duty to begin making rent payments shall be at the sole determination of Lessor after consultation with Lessee.

The exterior of the existing building is currently in new condition. Lessor will install commercial windows and doors to complete the exterior renovation. Lessor shall also construct the exterior of the Addition to compliment the design of the existing structure.

The HVAC, plumbing, and electrical will be completely replaced by qualified, licensed technicians. The HVAC system will be new and high efficiency. Plumbing will be compliant with state, local, and ADA requirements. The electrical system will be installed by licensed electricians, and the fixtures will be high efficiency LED. Lessor is committed to reducing energy consumption at all its properties both to reduce greenhouse gas emissions and provide cost saving by way of reduced utility bills for its tenants.

7. Lessee will pay water, gas, electric, trash, internet service and telephone service during the term of this Lease. Lessor shall be responsible for the payment of property taxes.

8. At all times subsequent to the commencement of the lease term or the date of Lessee taking possession of the premises, whichever is earlier, Lessee shall, at its sole cost and expense, maintain:

a) Fire and extended coverage insurance (contents broad form) on Lessee's personal property, furniture, fixtures and equipment located in the Premises in amounts reasonably deemed adequate by Lessee to fully insure such personal property, but not less than the full replacement value; and

b) Comprehensive general public liability insurance against claims for personal injury, property damage or death occurring in connection with the Building, the Land or use and occupancy of the Premises, with limits of liability not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS(\$3,000,000.00) in the aggregate for all occurrences within each policy year. Lessee shall provide Lessor with a copy of said policy naming Lessor as additional insured.

9. Lessor shall maintain fire and extended coverage, broad form insurance covering the building and the improvements on the Premises owned by Lessor, in an amount equal to their full replacement value, providing protection against any peril included under a standard form of insurance policy used in Illinois for fire and extended coverage, together with insurance against vandalism and malicious mischief.

10. The parties hereto agree that any sale of said premises by Lessor during the term of the Lease shall be subject to Lessee's rights herein, and said sale shall be made subject to any remaining portion of this Lease and the terms hereunder.

11. Lessee hereby agrees to permit the Lessor and Lessor's agents to enter upon said Premises or any part thereof at all reasonable business hours for the purpose of reasonably necessary examinations and/or repairs of same. Except in the case of an emergency, prior to entering the Premises the Lessor shall give the Lessee forty-eight (48) hours advance notice of the need to

examine or repair the Premises. Lessor shall not interfere with Lessee's activities while performing the examination or repairs of the Premises.

12. Lessee shall not assign this Lease or sublet said premises without written consent of Lessor, which consent shall not be unreasonably withheld. Lessor acknowledges that it is Lessee's intent to sublet the demised premises to Tanille Yaw and Lessor hereby gives its consent to Lessee to sublet a portion or all of its interest in the demised premises to said individual.

13. At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire, natural disaster (including flooding, tornado or wind) and ordinary wear excepted, and will return the keys therefor to Lessor. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty (30) days after termination of the term serve written notice upon Lessee that such holding over constitutes a creation of a tenancy at sufferance, at a rental of the prior current month's rent dollars pro-rated on a thirty (30) day month for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance with rental as stated above shall have been created on a month to month tenancy.

14. In case the Premises or a portion thereof shall be determined untenable by Lessee as a result of fire, natural disaster (including flooding, tornado or wind), explosion or other casualty upon Lessee's business, at its option, may terminate this Lease with written notice delivered by certified mail, to the other party, within thirty (30) days after such casualty. If the Premises are not determined untenable by the Lessee or Lessee does not elect to terminate this Lease, Lessor shall repair within sixty (60) days from the casualty, at Lessor's expense, to the same condition prior to said casualty. During such time, Lessee's rent will abate in proportion to the percentage the Premises are untenable as determined above. If Lessor does not repair the Premises within said time as determined above, the term hereby created shall cease and terminate.

15. Lessee hereby agrees to observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this Lease by any Municipality, County, State, or Federal authorities having jurisdiction over said Premises, and to indemnify Lessor for any damage caused by the violation thereof. Lessor shall maintain compliance with or to any and all property or premises access laws, rules, statutes, ordinances or regulations, and agrees to indemnify Lessee for any third-party claims for property damage or personal injuries caused by the violation of said laws, rules, statutes, ordinances or regulations, or from Lessor's negligent acts or omissions.

16. Lessee **must obtain** Lessor's permission prior to installing signage on the leased Premises, which will be at Lessee's sole cost and expense, subject to municipal restrictions. Lessor shall not unreasonably withhold said permission.

17. In the event any lien upon Lessor's title results from an act or neglect of Lessee, and Lessee fails to remove said lien within thirty (30) days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validation thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf.

18. Notices shall be served on either party, at the respective addresses given as set forth below, by sending a written copy thereof by US certified mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses, in which event, the notice shall be deemed to have been served at the time the copy is received as indicated by return receipt.

19. Lessee's failure to pay its rent or other payments due hereunder shall be deemed a default under this Lease; and Lessee's failure to remedy or initiate the remedy for any breach of this Lease within sixty (60) days of written notice from Lessor shall be a default of this Lease. In the event of Lessee's default, the Lessor may continue the Lease in full force and effect, or may re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other torts, or may terminate this Lease by written notice to the Lessee, and may exercise any rights available to it under Illinois law. Further, should either party bring any legal action to enforce the covenants of this Lease, the prevailing party shall be entitled to its reasonable attorney's fees, costs and expenses.

20. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof to other persons or circumstances.

IN WITNESS WHEREOF, the parties have set their hands on the date first written above.

LESSOR:

Jasper Holdings, LLC
PO Box 1022; Mattoon, IL 61938
EIN: 45-4684856

LESSEE:

Lake Land College
5001 Lakeland Blvd; Mattoon, IL 61938
EIN: _____

Authorized Agent

Authorized Agent

This instrument prepared by:
DILSAVER, NELSON & WAITE
1500 Broadway Ave; PO Box 649
Mattoon, IL 61938
Ph: 217-235-5651; Fax: 217-235-5255

LAKE LAND COLLEGE

MEMO

TO: Jean Anne Highland, Chief of Staff
FROM: Beth Craig, Grants Writer and Coordinator
CC: Lynn Breer, Director of Institutional Research and Reporting
RE: Acceptance of Early Childhood Access Consortium for Equity Grant Budget Revision

Lake Land College has received an Early Childhood Access Consortium for Equity Opportunity grant for **\$696,605.68** from the Illinois Community College Board (ICCB). This grant was created to provide support to colleges in providing streamlined paths to degrees, licenses and credentials to members of the early childhood incumbent workforce.

The Board of Trustees accepted this grant during the June 2022 regular meeting. Since that time and per ICCB, the budget for this grant has been revised to reflect a 10% cap on indirect costs for the grant. With this new revision, I respectfully ask the Board to accept this revised grant budget.

LAKE LAND COLLEGE

MEMO

TO: Dr. Josh Bullock, President

FROM: Chris Strohl, Dean for Workforce Solutions and Community Education

DATE: August 31, 2022

RE: Approval of Illinois Department of Transportation Intergovernmental Agreement

In collaboration with the Federal Highway Administration, the Illinois Department of Transportation (IDOT) initiated a Highway Construction Careers Training Program (HCCTP) in late 2009. Currently, IDOT collaborates with ten community colleges throughout Illinois to administer the HCCTP, and IDOT representatives recently requested that Lake Land College add this training opportunity for the Community College District #517. The HCCTP allows individuals to learn more about highway construction careers while receiving job readiness and skill specific training.

Lake Land College's mission is to create and continuously improve an affordable, accessible and effective learning environment for the lifelong educational needs of our diverse communities we serve. HCCTP will provide an opportunity for students to attain marketable skills with employment and apprenticeship opportunities in their future. The program also emphasizes life-long learning and provides additional pathways into higher education.

Contained in Attachment B "Compensation of Services" is the listing of allowed cost under the IDOT intergovernmental agreement. Lake Land College will receive compensation, from IDOT, for the Program Coordinator and Instructor salaries, benefits and training, along with student training materials, equipment rentals and purchases, and other expenses associated with the program. HCCTP will also provide student stipends at \$10 per hour for the 450 hours of required program training. The student stipend offers opportunities for students with barriers to education an avenue to skill attainment.

I respectfully ask the Board to approve the attached intergovernmental agreement with Illinois Department of Transportation for the Highway Construction Careers Training Program, with an anticipated start in the spring of 2023. With Board approval, we will seek to hire a program coordinator to oversee the development and implementation of Lake Land College's Highway Construction Careers Training Program.

Attachment


**Illinois Department
of Transportation**
Intergovernmental Agreement

Governmental Body Name	Agreement Number
Lake Land College	

Address	City	State	Zip Code
5001 Lake Land Boulevard	Mattoon	IL	61938

Remittance Address (if different from above)	City	State	Zip Code

Phone	Unique Entity Identifier (UEI)	FEIN/TIN	DUNS
217.234.5253			

Brief Description of Service (full description specified in Part 5)

Pursuant to 23 CFR 230.113, the Department will partner with Lake Land College to provide supportive services including, but not limited to, recruiting, counseling, remedial training, with special emphasis upon increasing training opportunities for members of minority groups and women.

Compensation Method (full details specified in Part 6)

Total Compensation Amount	Advance Pay	Start Date	Agreement Term
\$382,420 (not to exceed)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	07/01/22	Expiration Date 06/30/23

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature	Date
-----------	------

Name	Title
------	-------

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

FOR THE DEPARTMENT:

Signature	Date
-----------	------

Omer Osman, P.E., Secretary of Transportation	Date
---	------

Delegate Name

Printed Name

Printed Title

Signature	Date
-----------	------

Vicki Wilson, Chief Fiscal Officer	Date
------------------------------------	------

Yangsu Kim, Chief Counsel	Date
---------------------------	------

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT
FOR
THE 2022-2023 IDOT HIGHWAY CONSTRUCTION CAREERS TRAINING PROGRAM**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

Lake Land College
5001 Lake Land Boulevard
Mattoon, IL 61938

Attention

Dr. Josh Bullock

Email

jbullock@lakelandcollege.edu

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

Part 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/22 and will expire 06/30/23
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may be renewed upon written agreements by the parties.

Part 2 GENERAL PROVISIONS

- A. Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
 3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
 4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

Part 3

 FEDERALLY FUNDED AGREEMENTS

- A. Standard Assurances** The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53; U.S. Code Title 23-Highways; the Moving Ahead for Progress in the 21st Century Act (MAP-21, Public Law 112-141), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.
- B. Certification Regarding Lobbying**
1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to GOVERNMENTAL BODY requests:
 - (i) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
 - (ii) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 - b. This Certification applies to the lobbying activities of: (1) GOVERNMENTAL BODY,
 - (i) Its Principals, and
 - (ii) Its Subrecipients at the first tier,
 2. GOVERNMENTAL BODY's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
 - a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (i) An officer or employee of any Federal agency regarding the award of a:
 - (1) Federal Grant or Cooperative Agreement, or
 - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
 - (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (1) Federal Grant or Cooperative Agreement, or
 - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
 - b. GOVERNMENTAL BODY will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (i) An officer or employee of an Federal agency regarding the award of a:
 - (1) Federal Grant or Cooperative Agreement, or
 - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - (ii) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (1) Federal Grant or Cooperative Agreement, or
 - (2) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and

c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:

 - (1) Third party contracts,
 - (2) Subcontracts,
 - (3) Subagreements, and
 - (4) Other third party agreements under a:
 - (i) Federal Grant or Cooperative Agreement, or
 - (ii) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,

3. GOVERNMENTAL BODY understands that:

- a. This Certification is a material representation of fact that the Federal Government relies on, and
- b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (i) Federal Grant or Cooperative Agreement, or
 - (ii) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and

4. GOVERNMENTAL BODY also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the DEPARTMENT of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public with complaints of discrimination in the provision of transportation-related services, or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title IV implementing procedures as U.S. DOT or FTA may request.

D. Control of Property The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

CHOOSE ONE THAT IS APPLICABLE

- E. Cost Principles [Apply to institutions of higher education only]** The GOVERNMENTAL BODY certifies that the cost principles and indirect/Facilities & Administration (F&A) cost identification and assignment, and rate determination of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix III to Part 200 and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix III to Part 200.

- F. Debarment** The GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, the GOVERNMENTAL BODY and the GOVERNMENTAL BODY's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY knows the certification is erroneous. The GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY may, but not required to, check the Non-procurement List. If the GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- G. Audit Requirements** The GOVERNMENTAL BODY certifies that it will comply with the requirements of 2 CFR Part 200, Subpart F, Section 200.501, which sets forth standards for obtaining consistency and uniformity for the audit of non-Federal entities expending Federal awards, as follows:

1. **Audit required** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
2. **Single audit** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted except when it elects to have a program-specific audit.
3. **Program-specific audit election** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
4. **Exemption when Federal awards expended are less than \$750,000.** A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
5. Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.
 - a. A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

- b. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.
6. The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.
7. **Reporting package** The reporting package must include the following:
- Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;
 - Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);
 - Auditor's report(s) discussed in §200.515 Audit reporting; and
 - Corrective action plan discussed in §200.511 Audit findings follow-up; paragraph (c).
- H. Drug Free Workplace** The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.
- I. Disadvantaged Business Enterprise Assurance** In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- J. Assurance of Nondiscrimination on the Basis of Disability** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from the Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.
- K. Procurement Compliance Certification** The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.
- L. Intelligent Transportation Systems Program** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
- In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
 - With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

- M. Davis-Bacon Act** To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)**
As required by OMB, the GOVERNMENTAL BODY certifies that it:
1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
 2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
 4. Will initiate and complete the work within the applicable project time periods;
 5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title IV of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs;
 - Executive Order No. 13559, 75 Fed. Reg. 71319 (Nov. 17, 2010), § 2(d), which prohibits organizations (that receive Federal assistance under social service programs) from discriminating against beneficiaries, or prospective beneficiaries of social service programs on the basis of religion or religious belief;
 - Any other nondiscrimination statute(s) that may apply to the project.
 - The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
 6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - GOVERNMENTAL BODY will comply with the environmental protection for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");

- The Wild and Scenic Rivers Acts of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers systems; and
 - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 et seq., and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY:
 - (1) will provide for fair and equitable treatment for any displaced persons, or any persons whose property is acquired as a result of federally-funded programs;
 - (2) has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act, 42 U.S.C. 4601 et seq., as specified by 42 U.S.C. 4630 and 4655; and
 - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
 - (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) As required by 49 CFR Part 24, the GOVERNMENTAL BODY will adequately inform each affected person of the benefits, policies, and procedures,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 1. Displaced families or individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 1. Displaced families and individuals; and
 2. Displaced corporations, associations, or partnerships;
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - (e) GOVERNMENTAL BODY/Grantee/Vendor will:
 1. Carry out the relocation process to provide displaced persons with uniform and consistent services; and
 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
 - (f) As required by 42 U.S.C. 4651 and 4652, it will be guided by the real property acquisition policies;
 - (g) As required by 42 U.S.C. 4653 and 4654, it will pay or reimburse property owners for their necessary expenses, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631;
 - (h) As required, it will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements;
 - (i) As required, it will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances;
 - (j) As required, it will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition; and
 - (k) As required, it will provide in any affected document that these relocation and land acquisition provisions must supercede any conflicting provisions;
- The Hatch Act, 5 U.S.C. 1501-1508, 7324 - 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, which requires Federal agencies to review the effect of their undertakings on historic properties;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;

- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
 - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
 - Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
 - GOVERNMENTAL BODY will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- O. Energy Conservation** To the extent applicable, the GOVERNMENTAL BODY and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.
- P. Clean Water** For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C Section 1251 et seq.
- Q. Clean Air** For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. Eligibility for Employment in The United States** The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.
- S. Buy America** As set forth in 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. False Or Fraudulent Statements Or Claims** The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.
- U. Changed Conditions Affecting Performance** The GOVERNMENTAL BODY shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. Third Party Disputes or Breaches** The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.
- W. Fly America** GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. Non-Waiver** The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- Y. Preference for Recycled Products** To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962.
- Z. Cargo Preference** Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. §55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- AA. Performance Measurement** The GOVERNMENTAL BODY must relate financial data of this AGREEMENT to its performance accomplishments. Further, the GOVERNMENTAL BODY must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- BB. Project Closeout** Pursuant to CFR Part 200.343, the GOVERNMENTAL BODY must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the GOVERNMENTAL BODY agrees that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.
- CC. System Management Award** GOVERNMENTAL BODY is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a DUNS number, the GOVERNMENTAL BODY must register at <https://sam.gov>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

- DD. Certification Regarding Annual Fiscal Reports or Payment Vouchers** The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative **penalties** for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs A through DD apply to the federal funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

PART 4 SPECIFIC PROVISIONS

- A. Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

Ronald S. Brown, Contract Compliance Section Mgr.

Address

2300 South Dirksen Parkway, Room 319

City

State

Zip Code

Springfield

IL

62764

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. Intellectual Property** The "HIGHWAY CONSTRUCTION CAREERS TRAINING PROGRAM" and "HCCTP" name, HCCTP logos and designs, HCCTP coursework, documents, and website, and any and all other HCCTP records (the "materials") of any kind that exist, whatsoever, are the sole and exclusive intellectual property of the Illinois Department of Transportation, Office of Business and Workforce Diversity. Any unauthorized use, taking, infringement, partial incorporation, rebranding and/or other appropriation is strictly prohibited, and constitutes an unlawful trademark and/or copyright violation. Any party or entity found to be in violation of these intellectual property rights of the Department will be prosecuted to the fullest extent of the law. To inquire about a potential limited, single use license to utilize the materials, please contact the Office of Business and Workforce Diversity at 217/782-5490 or email Ronald S. Brown at ronald.brown@illinois.gov.
- G. Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall

be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- H. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- I. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- J. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem incurred by the GOVERNMENTAL BODY pursuant to this Agreement are limited to those described in Part 5. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:
- In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:
1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
 2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
 5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Lake Land College

Taxpayer Identification Number: 370896233

Legal Status (check one):

Tax-exempt Government Other

N. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

O. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Equipment The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

See Attachment A.

**PART 6
COMPENSATION FOR SERVICES**

Funding

Lake Land College	\$382,420.00	
Subtotal	\$382,420.00	
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL	\$382,420.00	

Funding Breakdown

See Attachment B.

Budget

PART 7 **CERTIFICATION REGARDING LOBBYING**

(49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Lake Land College, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

--	--

Name and Title of Contractor's Authorized Official

--

**PART 8
AGREEMENT AWARD NOTIFICATION**

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number*, Federal Agency, Program Title

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

NOTICE

Do not submit this certification to the DEPARTMENT with your signed contract.

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ expended less than \$750,000 in Federal awards in our fiscal year _____, and was not required to have a single audit conducted.

Signature	Date
<input type="text"/>	<input type="text"/>
Title	
<input type="text"/>	

Subrecipient Contact Information

Subrecipient			
<input type="text"/>			
Contact Person		Title	
<input type="text"/>		<input type="text"/>	
Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone	Fax	Fiscal Year End	E-mail
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ATTACHMENT A

PART 5

SCOPE OF SERVICE/RESPONSIBILITIES

HISTORY & NARRATIVE

The GOVERNMENTAL BODY in coordination with the DEPARTMENT shall administer the Highway Construction Careers Training Program (HCCTP), teaching highway construction industry 'trade and life' skills to selected trainees who reflect the characteristics of the under-represented population of the Federal Highway Administration On-The-Job Training (OJT) Program. The Program will take place at 12 (twelve) community colleges within the state of Illinois which includes college approved work-site locations.

The DEPARTMENT signed an Intergovernmental Agreement with the Illinois Community College Board on November 9, 2009, to oversee IDOT's Highway Construction Careers Training Program (HCCTP). During the first year of the program, HCCTP's were established at eight community colleges throughout IDOT's Highway Districts 1 through 7 and 9. Effective July 1, 2011, IDOT added two additional colleges in District 8. Effective August 28, 2013, IDOT added one additional college in each IDOT District, 1 and 2. Effective July 1, 2017, IDOT transitioned to individual IGAs with each HCCTP college. Effective July 1, 2022, the HCCTP is now comprised of (11) eleven community college training programs and is established in IDOT Districts 1-6, and 8 and 9.

IDOT's OJT program entry requirements for the HCCTP are as follows; the selected trainee shall:

1. Display an interest in the highway construction industry trades;
2. Be at least 18 years of age;
3. Be a female, minority, or disadvantaged individual (as referenced under 23 C.F.R., Part 230). *This condition is desired but not required for an applicant to participate in the program.*
4. Have dependable childcare arrangements if necessary;
5. Possess a high school diploma or GED;
6. Have appropriate assessment scores;
7. Hold a valid driver's license; and
8. Consent to and pass an initial drug screening test and potential random tests.

Since the program's creation, the curriculum continues to evolve to more of a targeted trades curriculum that is based on the needs of the highway contractors and unions in each of their individual areas of the state.

PURPOSE STATEMENT

The DEPARTMENT has requested federal funds to partially fund its program designed to provide training in highway construction industry trade and life skills, financial assistance (stipends) for transportation/childcare, and construction tools/safety wear/footwear/safety equipment, as identified as current barriers in the needs assessment, to minorities, women and disadvantaged

individuals in an effort to increase the under-represented group's employment in the highway construction workforce.

PROGRAM GOALS

The GOVERNMENTAL BODY should expect to achieve the following four goals at the end of the OJT program's performance period:

1. Provide Highway Construction/Industry Trade & Life Skills Training to Selected Trainees who meet the criteria.
2. Provide a stipend at an hourly rate to assist with transportation and/or childcare expenses while the selected trainee participates in the training program.
3. Provide safety equipment, safety wear, footwear and basic hand tools for the selected trainee during the training program and, **upon acceptance** into an apprenticeship or other highway construction-related position during or following the completion of the training program, provide tools and/or safety equipment, as necessary, to enter into a highway construction job.
4. Assist and place members of the under-represented population into Illinois highway construction trade unions, apprenticeship programs, and/or with DEPARTMENT highway construction contractors.

RESULTS-ORIENTED OBJECTIVES & ACTION PLAN

The DEPARTMENT has established specific performance goals to help ensure accountability and enable the GOVERNMENTAL BODY to document and assess the effectiveness of its HCCTP. Below are the performance activities, objectives, and goals that are tied directly to the barriers listed in the DEPARTMENT's OJT Needs Assessment:

Goal #1

Provide highway construction industry trade and life skills training to selected trainees who meet the criteria.

Objective Elements

1. **Services:** Highway construction industry trade and life skills training
2. **Measurable Achievement:** At least 90 percent (27) of the 30 trainees of the under-represented population will complete the HCCTP.
3. **Projected Completion Date: June 30, 2023**

Goal #2

Provide a stipend at an hourly rate to assist with expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses while the selected trainee participates in the training program.

Objective Elements

1. **Services:** Stipends for expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses.
2. **Measurable Achievement:** 100 percent of under-represented population will be provided a \$10/hour stipend while participating in the training program.
3. **Projected Completion Date: June 30, 2023**

Goal #3

Provide safety equipment, safety wear, footwear and basic hand tools for the selected trainee during the training program as needed and, **upon acceptance** into an apprenticeship or other highway construction-related position during or following the completion of the training program, provide tools and/or safety equipment, as necessary, to enter into a highway construction job.

Objective Elements

1. **Services:** Safety wear, footwear, tools and/or safety equipment
2. **Measurable Achievement:** Selected trainees will be provided safety equipment, safety wear, footwear and basic hand tools during the training program as necessary and, upon acceptance into an apprenticeship or other highway construction-related position during or following the completion of the training program, selected trainees will be provided tools, and/or safety equipment, as necessary, for their new position as needed.
3. **Projected Completion Date: June 30, 2023**

Goal #4

Assist and place HCCTP graduates into Illinois highway construction trade unions, apprenticeship programs, and/or with DEPARTMENT highway construction contractors.

Objective Elements

1. **Services:** Assist and place HCCTP graduates into Illinois highway construction trade unions, apprenticeship programs and/or with DEPARTMENT highway construction contractors.
2. **Measurable Achievement:** Of the 100 percent of graduates being assisted with placement, 70 percent of the population will be employed, with 30 percent of those placed into Illinois highway construction trade unions, apprenticeship programs, and/or with DEPARTMENT highway construction contractors.

3. **Projected Completion Date: June 30, 2023**

The GOVERNMENTAL BODY shall adhere to and complete the following assignments, objectives, and activities within the timeline in their efforts to meet the stated goals (please reference the associated goal in the preceding text).

Goal #1

Provide highway construction industry trade and life skills training to selected trainees who meet the criteria.

Trainee Selection and Training Process:

Timeline:

Administrative and Instructional Activities	Person Responsible	Date
Identify potential program trainees interested in the DEPARTMENT'S training program.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
Review applications, conduct trainee interviews, select program participants and conduct drug screening tests. Develop curriculum and/or make curriculum changes.	HCCTP community college staff located in each district	July 1, 2022– June 30, 2023
Enroll selected participants/trainees that meet program requirements and are committed to completing the DEPARTMENT's training program.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
The DEPARTMENT's program participants/selected trainees begin training sessions. Classwork and hands-on-training begins.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
Provide counseling services for assistance in classroom or work-related problems.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
Provide monitoring on a daily basis and offer remediation in any problem area(s).	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023

Emphasize life-long learning and provide opportunities for further education.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
---	--	---------------------------------

Goal #2

Provide a stipend of \$10/hour to assist with expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses while the target population participates in the training program.

Administrative Activities	Person Responsible	Date
Provide stipends to selected trainees for expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023

Goal #3

Provide safety equipment, safety wear, footwear and basic hand tools for the selected trainee during the training program as needed and, upon acceptance into an apprenticeship or other highway construction-related position during or following the completion of the training program, provide tools and/or safety equipment, as necessary, to enter into a highway construction job.

Timeline for Activities:

Administrative Activities	Person Responsible	Date
Provide the basic tools, safety wear, footwear and safety equipment (goggles, safety vest, hard hat) to the selected trainees at the start of the training program.	HCCTP community college staff located in each district	July 1, 2022– June 30, 2023

Upon acceptance into an apprenticeship or other highway construction-related position, provide trainees with tools and/or safety equipment as necessary for their new position.	HCCTP community college staff located in each district	July 1, 2022 – June 30, 2023
---	--	---------------------------------

Goal #4

Assist and place graduates of the program into Illinois highway construction trade unions, apprenticeship programs and/or with IDOT highway construction contractors.

Timeline for Activities:

Administrative Activities	Person Responsible	Date
Contact each district's unions, contractors and interested individuals.	HCCTP staff, HCCTP community college staff located in each District	July 1, 2022 – June 30, 2023
Coordinate meetings between the various groups in each district to discuss the aspects of the district training programs and reach consensus on district workforce advisory committees.	HCCTP Staff, HCCTP community college staff located in each District	July 1, 2022 – June 30, 2023
Assist the DEPARTMENT's contractors to obtain qualified minorities, women and disadvantaged individuals as needed from the District training programs to allow for their adequate utilization in the contractors' workforces.	HCCTP Staff, HCCTP community college staff located in each District, and IDOT District EEO Officers	July 1, 2022 – June 30, 2023
Assist and place HCCTP graduates into Illinois highway construction trade unions, apprenticeship programs, and/or with IDOT highway construction contractors.	HCCTP Staff, HCCTP community college staff located in each District, DEPARTMENT District EEO Officers, and workforce advisory committee	July 1, 2022 – June 30, 2023
Conduct follow-up with each graduate/placement after graduation every 30 days to ascertain employment status of individual.	HCCTP community college staff located in each District, HCCTP Staff	July 1, 2022 – June 30, 2023

DELIVERABLES:

In coordination with the DEPARTMENT, the GOVERNMENTAL BODY shall strictly adhere to the following:

EVALUATION AND MONITORING PLAN**Program Objective #1**

Provide basic and intermediate highway construction industry trade and life skills training to minorities, women and disadvantaged individuals with a goal of 90 percent (27) of the 30 trainees graduating by **June 30, 2023**.

- A. **Evidence that will demonstrate achievement of Objective #1:** number of trainees that begin and complete each training session, monthly attendance/trainee progress reports, transcripts for each trainee, and monthly activity reports from the GOVERNMENTAL BODY and its District community colleges.
- B. **Evaluate information that will be collected:** The above information will be compiled to provide the following evaluative information - data on each trainee enrolled in the training sessions, trainee attendance data and progress assessments, trainee drug screening test results, and program graduation results.
- C. **Person(s) responsible for collection of information:** HCCTP Community College Staff

Program Objective #2

Provide stipends to assist with expenses associated with participation in the training program to include but not limited to transportation and/or childcare expenses to 100 percent of the selected trainees while they participate in the training program by **June 30, 2023**.

- A. **Evidence that will demonstrate achievement of Objective #2:** Stipend payments made by the GOVERNMENTAL BODY and its District community colleges will provide evidence that each trainee who met the training program requirements received his/her stipend during the training program.
- B. **Evaluate information that will be collected:** The above information will be compiled to provide the following evaluative information - data on each trainee who received stipends (identifying number, total dollar amount, reason for payment, i.e., training program).
- C. **Person(s) responsible for collection of information:** HCCTP Community College Staff

Program Objective #3

Provide safety equipment, and basic tools and as off-site training requires, appropriate safety wear and footwear to selected trainees as needed, and as necessary, tools and/or safety equipment to selected trainees that are accepted into an apprenticeship or other highway construction-related position during or following the completion of the training program by **June 30, 2023**.

- A. **Evidence that will demonstrate achievement of Objective #3:** Receipts for safety equipment, safety wear, footwear and basic tools that are purchased by the district

community colleges for use during the training programs and receipts for tools and/or safety equipment that are purchased specifically for a graduate trainee (with name of trainee, trainee's signature, and reason for purchase) that have been submitted to the DEPARTMENT by the GOVERNMENTAL BODY and its District community college for reimbursement.

- B. **Evaluate information that will be collected:** The above information will be compiled to provide the following evaluative information - data (item description, quantity and cost) on the safety equipment, safety wear, footwear and basic tools purchased by the district community colleges and data (item description, quantity, cost, job position) on each graduate trainee who received tools and/or safety equipment as a result of being placed.
- C. **Person(s) responsible for collection of information:** HCCTP Community College Staff

Program Objective #4

Assist in placing 100 percent, assist in employability, and placing 30 percent, of the program graduating 'class' into Illinois highway construction trade unions, apprenticeship programs, and/or with DEPARTMENTAL construction contractors by **June 30, 2023**.

- A. **Evidence that will demonstrate achievement of Objective #4:** Documentation evidencing employment, TPG (Trainee Program Graduate) Special Provision, placements or placement assistance to trainees (letters/emails/faxes of placements, referrals, union membership, contractor inquiries) submitted by the district community colleges, DEPARTMENT's EEO Officers, workforce advisory committee participants, and the DEPARTMENT's OJT/SS program director and staff.
- B. **Evaluate information that will be collected:** The above information will be compiled to provide the following evaluative information - data will be compiled to document/track all trainees that are provided placement assistance, as well as trainee placements. Data will also be maintained regarding trainees who experience difficulty in becoming placed and what efforts were taken to address the area(s) of concern.
- C. **Person(s) responsible for collection of information:** HCCTP Community Colleges

PROGRAM ADMINISTRATION

Supplies and/or Services to be provided and Rate of Compensation

For providing each supply and/or service listed herein, the DEPARTMENT will compensate the GOVERNMENTAL BODY. Prices will include providing all supplies and/or services specified in compliance with all terms, conditions and requirements as stated in this AGREEMENT.

The GOVERNMENTAL BODY will establish a Highway Construction Careers Training Program (HCCTP) that is opened to all qualified individuals, but is designed to provide qualified minorities, women and disadvantaged individuals with training in highway construction careers, where this group has been under-represented. An HCCTP goal is to expand the pool of individuals who are qualified to work on the Department's highway construction projects. The HCCTP will also emphasize life-long learning and provide opportunities for further education and assistance to improve employability in Illinois' highway construction industry. The DEPARTMENT's USDOT

Federal Highway Administration On-the-Job Training Supportive Services Statement of Work is incorporated by reference and made a part of this Intergovernmental Agreement.

PROGRAM DETAIL: PROCESSES AND RESPONSIBILITIES

The GOVERNMENTAL BODY will:

- A.** Be responsible for primary contact and communication with Illinois highway construction contractors, trade unions, workforce advisory groups and the coordination of activities of its subcontractors.
- B.** Together with the DEPARTMENT, GOVERNMENTAL BODY shall seek the counsel and advice of Illinois highway construction contractors, trade unions and workforce advisory groups as appropriate;
- C.** Through Illinois community colleges, provide a \$10.00/hour stipend to each trainee for up to 450 hours of training to assist trainees with expenses associated with participation in the training program to include but not limited to transportation and/or child care expenses.* Reimbursement will be disallowed for expenses incurred beyond 450 hours without prior written approval from the Department. A tool/safety clothing/boots allowance will be provided as outlined in the Compensation for Services. Invoices for tools purchased as “take away” for trainees must include individual trainee names and must not exceed \$350 per trainee. Invoices for tools purchased for the program to utilize for multiple training sessions must be debited from the subcontractor line item. Only safety clothing in compliance with OSHA PPE guidelines will be considered for reimbursement by the Department, and to the extent approved, must be debited from the subcontractor line item. Invoices for boots purchased as “take away” for trainees must include individual trainee names, and to the extent approved, must be debited from the subcontractor line item.

*Reimbursement for a training program participant’s travel to and from the training program shall not be allowed, i.e.; bus passes, commuter rail, or other transportation modes.

- D.** Provide Coordinators for the delivery of trainee support throughout the life of the HCCTP; and
- E.** Provide a HCCTP progress report on a quarterly basis to the DEPARTMENT no later than the 15th day after the quarter end.
- F.** Provide a HCCTP weekly update to the DEPARTMENT no later than Wednesday of the following week.
- G.** Through the use of acquired resources (i.e., Illinois community colleges), accomplish the following tasks:

1. Provide Recruiting and Marketing:

Recruit candidates through various means, e.g., community college advertisement, DEPARTMENT EEO Officers, highway construction contractors, trade unions, workforce advisory groups, word-of-mouth, governmental agencies, state and local media, faith-based organizations, etc. The GOVERNMENTAL BODY must provide to the DEPARTMENT documentation to substantiate the recruitment and marketing activities for each training session. Candidates must meet the following requirements:

- Interest in highway construction industry trades;
- Be at least 18 years of age;
- Be a female, minority, or disadvantaged individual (as referenced under 23 C.F.R. Part 230); This condition is desired, but not required for an applicant to participate in the Program.
- Have dependable childcare arrangements, if necessary;
- Possess a high school diploma or GED;
- Have appropriate assessment scores;
- Hold a valid driver's license; and
- Consent to and pass an initial drug screening test and potential random tests.

For those who meet the minimum requirements, each candidate will undergo an interview and orientation process in order to qualify for selection into the HCCTP. The DEPARTMENT will participate in potential candidate interviews. No candidate for the HCCTP shall be disqualified for consideration on the basis of monies owed for past college activities. THE GOVERNMENTAL BODY must provide the DEPARTMENT with application data and supporting documentation for selection process.

2. Training Curriculum:

The GOVERNMENTAL BODY is responsible for the coordination and delivery of the HCCTP. The GOVERNMENTAL BODY will consider input from the DEPARTMENT and the workforce advisory groups regarding recommendations for curriculum development and improvement based on the needs of the highway construction contractors and highway construction trade unions.

Utilizing the HCCTP Training Manual, the GOVERNMENTAL BODY must provide their chosen curriculum, and any subsequent changes to the curriculum, to the DEPARTMENT. The GOVERNMENTAL BODY must

provide detailed information for all field training activities prior to commencement. Detail must include the specific project, skill set to be acquired, estimated cost of the project and specific materials/equipment necessary for successful training. Field training activities must receive approval from the DEPARTMENT prior to commencement. The GOVERNMENTAL BODY may utilize an online training format if needed. The implementation and coordination of any remote or distance learning must be approved by the DEPARTMENT prior to instruction.

The overall curriculum may include, but is not limited to the following topics that are recommended for the highway construction trades:

- Mathematics for the Trades; (Mandatory for every training session.)
- OSHA Site Safety; (Mandatory for every training session.)
- Work Keys;
- Highway Construction Prep / Job Readiness; (Mandatory for every training session.)
- Concrete Technician Skills;
- Excavation (Operating Engineer Basics);
- Blue Print Reading;
- Welding & Cutting;
- Construction Quantity/Cost Estimating;
- Construction Surveying-Layout;
- Plans and Specifications;
- Materials Properties-Testing;
- Construction Scheduling;
- Basic Mechanics;
- Safety;
- Construction-related computer software; and
- Heavy & Highway Carpentry

3. Conduct Training Sessions:

- a. Provide up to five training sessions per academic year. Each session will consist of up to 450 hours of highway construction training, with a class size not to exceed 25 trainees per session;
- b. During the training sessions, each trainee will be expected to:
 - Provide daily transportation to and from the training program.
 - Follow the absenteeism policy of the GOVERNMENTAL BODY HCCTP in which the trainee is enrolled; and
 - Consent to and pass random drug screening tests, on a random basis and any time it is suspected that alcohol and/or illegal drugs are being used*.

*All drug and alcohol screenings on suspicion of use and on a random basis shall be performed in conformance with written policies of the ICCB or the Illinois community college requesting the screenings.

The GOVERNMENTAL BODY will submit supporting documentation of costs incurred for drug screening tests for reimbursement from the DEPARTMENT. See Part 6, Compensation for Services, for the maximum dollar amount allowed for drug screening tests.

- c. Create and maintain a trainee report for each trainee that starts a training session;
- d. Train **30** applicants on a yearly statewide basis;
- e. Provide completion certificates to the successful HCCTP graduates; and
- f. Achieve a goal of at least 90 percent (27 of 30 trainees) of the target population successfully completing the training program.

4. Facilitate Placements:

- a. Place 30 percent (9 of 30 trainees) of the target population with the DEPARTMENT's highway construction contractors or into Illinois highway construction trade unions and/or apprenticeship programs within one year from the start of the training sessions; and
- b. Provide job placement assistance for each HCCTP trainee for one year following successful completion of his/her training session.

5. Data Entry:

Maintain current HCCTP data as required by the DEPARTMENT and enter, no later than the 10th day after the end of each month, said data into the DEPARTMENT's Excel application (e.g., training session data, trainee names, and class/progress/employment data). Submit to the DEPARTMENT on a quarterly basis.

6. Adhere to Criteria for Training Validity:

The DEPARTMENT and the GOVERNMENTAL BODY recognize that early buy-in and recommendations from local highway construction contractors, associations and trade unions are essential to the implementation of a successful curriculum and validity within the industry. Therefore, the following criteria are essential:

- The sharing of resources, such as instructors and coordinators, who voice consistent messages and connect trainees to the highway construction industry;
- Demonstrating to the trainees the relationship between the education and training they are receiving from the HCCTP and the actual application of those skills to a career in the highway construction industry; and
- Teaching a basic understanding of various union apprenticeship programs in the highway construction industry and what specific skills each apprenticeship program requires.

7. Coordinate Industry Involvement:

The DEPARTMENT and the GOVERNMENTAL BODY agree that individuals from the highway construction industry should interact with HCCTP trainees and serve as guest lecturers, mentors, recruiters, and advisors. The review of trainee resumes, providing mock interviews and accompanying trainees to highway construction work sites are other examples of assistance which the DEPARTMENT and the GOVERNMENTAL BODY may wish to consider. In addition, the GOVERNMENTAL BODY will maintain an open and on-going consultative relationship with a broad network of highway construction industry representatives to ensure that the services offered by the HCCTP are preparing trainees appropriately to meet current and future needs of the industry.

8. Comply with Funding Requirements:

- a. The DEPARTMENT and the GOVERNMENTAL BODY acknowledge that funding for the HCCTP will be provided by the DEPARTMENT subject to annual review and approval.
- b. The funds provided by the DEPARTMENT for the HCCTP will be subject to audit and an annual end-of-year fiscal report will be provided by the GOVERNMENTAL BODY. The status of the expenses may be requested at any time by the DEPARTMENT.

- c. The DEPARTMENT and the GOVERNMENTAL BODY further agree that the GOVERNMENTAL BODY is responsible for ensuring funds are spent in compliance with restrictions and guidelines of the DEPARTMENT. All funds must be spent in accordance with established Policies and Procedures in the GOVERNMENTAL BODY's state fiscal compliance rules. Such Policies and Procedures will include, but are not be limited to, such areas as contracting/subcontracting, bidding, purchasing, leasing, use of GOVERNMENTAL BODY property, the requisition process, GOVERNMENTAL BODY payments, and other procurement related activities.
- d. The DEPARTMENT and the GOVERNMENTAL BODY agree that funds from this agreement will not be used for facility construction or rehabilitation of a physical facility. Exception: Work performed on the physical facility as a field training activity.

10. Miscellaneous Provisions:

- A. All HCCTP trainees will have access to an established and Board-approved Grievance Procedure. This procedure will provide structure to address grievances which involve academic matters, administrative matters, or discrimination. Grievances, other than those involving discrimination charges, will be handled through the established chain of authority. Grievances involving discrimination because of race, color, creed, sex, disability, religion, natural orientation, sexual preference or age should be made to the GOVERNMENTAL BODY and the appropriate Illinois community college affirmative action officer. Specific GOVERNMENTAL BODY processes will exist in conformance with state and federal statutes governing such cases. The complete grievance procedure is included in both the current year's Student Handbook and the current year's College Catalog.
- B. Trainee Rights and Conduct: All HCCTP trainees are subject to the trainee rights and responsibilities as detailed in the current year's College Catalogs and Conduct brochure and the current year's Student Handbook.
- C. HCCTP Coordinator: The DEPARTMENT and the GOVERNMENTAL BODY agree that the ultimate success of the HCCTP will be measured by the number of trainees who are placed with highway construction contractors or into trade unions or apprenticeship programs. Therefore, the role of the HCCTP Coordinator is critical to the success of the trainee from trainee status through employment in the highway construction industry.
- D. The GOVERNMENTAL BODY will be responsible for providing a dedicated HCCTP Coordinator. The DEPARTMENT and the GOVERNMENTAL BODY agree that the

DEPARTMENT will participate in the selection process and the role of a Coordinator will include, but not be limited to:

- a) meeting with trainees to help determine their needs;
- b) providing individual trainee performance plans to meet program goals;
- c) establishing a working relationship with local highway construction contractors and trade unions for the purpose of placing trainees;
- d) coordinating industry involvement through two dedicated HCCTP workforce advisory committee meetings per fiscal year
- e) advising trainees of appropriate workplace skills and discussing the issue(s) of drug and alcohol testing and a drug and alcohol free workplace;
- f) serving as job skill trainers as needed;
- g) meeting with trainees to provide specific information and feedback in job search activities, job seeking skills and resume development;
- h) providing mock job interviews and post-mock interview evaluations for trainees;
- i) submitting a quarterly report reflecting standard format due by the 15th day after the quarter end;
- j) submitting a certified quarterly tool and equipment inventory due by the 15th day after the quarter end;. and
- k) submitting a weekly update reflecting current activities due on the first Wednesday of the following week.

E. The DEPARTMENT will:

- a) Provide information and feedback to the GOVERNMENTAL BODY for consideration in improving and enhancing the HCCTP;
- b) Provide for consultations regarding HCCTP administration issues, as appropriate;
- c) Participate in meetings, as necessary, with the GOVERNMENTAL BODY;
- d) Provide a representative for the HCCTP Placement interview panels as needed; and

- e) Coordinate with the GOVERNMENTAL BODY should a statewide advisory board be needed.
- f) The DEPARTMENT will utilize ATTACHMENT C to evaluate the GOVERNMENTAL BODY as it relates to the goals, objectives, deliverables, and overall program administration as outlined and defined in ATTACHMENT A.

F. The GOVERNMENTAL BODY will:

- a) Register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a CCR number, the GOVERNMENTAL BODY must register at <https://www.bpn.gov/ccr>.
- b) As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- c) All of the requirements listed in Part 3, paragraphs A through Z (of the original Agreement) apply to the federally funded project. The Governmental Body agrees to include these requirements and all requirements listed in provisions specific to the IGA in each contract and subcontract financed in whole or in part with federal assistance.
- d) The DEPARTMENT reserves the right to disallow expenses not properly justified by the GOVERNMENTAL BODY, for reimbursement consideration.
- e) In accordance 23 CFR 230.111, the GOVERNMENTAL BODY shall coordinate with local highway construction contractors and trade unions for the purpose of placing trainees in FHWA-approved programs or U.S. Department of Labor-approved programs.

ATTACHMENT B

PART 6

COMPENSATION FOR SERVICES

Lake Land College

Subcontracting Costs*	Costs Associated With Workforce Programs (College Coordinator, Instructor Training, Equipment Purchase, Travel, etc.).	\$226,820.00	*INDIRECT COST TO BE ADJUSTED PER THE CURRENT GOVERNMENTAL BODY INDIRECT COST RATE NEGOTIATED RATE AGREEMENT. INDIRECT COSTS MUST BE CALCULATED BASED ON SUBCONTRACTING COSTS ACTUALS.
Supplies	Trainee Tools	\$10,500.00	
Stipends	Training Session, Coordinator, Longevity	\$142,400.00	
Other/Drug and Alcohol Screening	Initial and Random Screenings for All Participants.	\$2,700.00	
	Total	\$382,420.00	

EXPLANATIONS:

Subcontractor:

Subcontracting costs associated with the GOVERNMENTAL BODY for purposes of providing training materials, equipment rentals and purchases**, instructor fees, trainee support services, waiver of trainee tuitions and fees for HCCTP classes, curriculum development, facility costs (e.g. lease expenses), travel expenses incurred through college coordinators activities, off-site training, college training field trips, highway construction trade activities, graduation ceremonies and for purposes of providing recruitment, mentoring/transition, placement, and marketing service.

- The GOVERNMENTAL BODY shall redact social security numbers, birth dates, addresses and other sensitive candidate/trainee and personnel/contractual instructor information from all reimbursement documentation before submission.
- Reimbursement request for full-time and/or part-time clerical and administrative staff and contractual instructors must include time/activity sheets with college coordinator signature. If contractual, college must provide the executed contract along with date, time and activity sheets detailing 100% of HCCTP work performed and signed by the college coordinator. The Department reserves the right to disallow reimbursement if contracted amount is exceeded.
- The Department reserves the right to disallow reimbursement of overtime for all full-time and/or part-time HCCTP staff.
- Reimbursement request for trainee stipend must include time/activity sheets with college coordinator/instructor signature.
- Reimbursement request for mileage/fuel expense must include documentation of date, time, staff, activity, actual mileage and may not exceed the approved state mileage rate provided by CMS Travel Policy Board.
- Reimbursement request for the categories of equipment, training materials, and instructional supplies must include attached receipts separated even for same vendor purchases.
- Disallowed expenses: Gift cards, gas cards, marketing items to include carry bags, pens, notebooks, calendars, promotional trinkets, t-shirts, sweatshirts, etc., tax on any purchase, gratuity on any purchase, graduation awards,
- Reimbursement for travel expense incurred by the community college coordinators for statewide coordinator meetings will be disallowed without prior written approval from the Department.
- The Department reserves the right to disallow reimbursement of HCCTP expenditures that are detailed in documentation containing other community college programs' expenses.

Department requires all safety clothing purchases fall within OSHA PPE guidelines. Only safety clothing in compliance with OSHA PPE guidelines will be considered for reimbursement by the DEPARTMENT, and to the extent approved, must be debited from the subcontractor line item. Invoices for boots purchased as “take away” for trainees must include individual trainee names, and to the extent approved, must be debited from the subcontractor line item.

****Ownership of Equipment:** Equipment, materials, and other property purchased with funds from this agreement shall be considered property of the DEPARTMENT. The GOVERNMENT BODY will ensure that a request to purchase any equipment valued over \$100 by community colleges must be submitted to the DEPARTMENT for approval (See Section O. Equipment). Inventory of equipment, materials and other property purchased with a value of \$100 or more be certified by each community college coordinator and submitted to the DEPARTMENT along with the quarterly college reimbursement requests and college quarterly reports. The DEPARTMENT reserves the right to periodically reconcile inventory list with actuals. At termination of this agreement or any sub-agreement entered into pursuant to this agreement, any such inventoried property shall either be returned to the DEPARTMENT or the fair market value of said property shall be remitted to the DEPARTMENT as payment for the property. All subcontractors (i.e., Illinois community colleges) will seek approval for all equipment purchases from the program staff at the GOVERNMENTAL BODY. For any single item equipment purchase that exceeds \$100, the GOVERNMENTAL BODY will seek approval from the DEPARTMENT prior to approving the purchase by the subcontractor.

Food and beverage purchases shall not be considered an allowable cost for reimbursement.

Coordinator and Training Stipends:

Student Stipend:

\$10.00/hour stipend per trainee for expenses during training sessions (e.g., childcare, transportation):

10/hour x 450/hours = \$4,500.00

\$4,500.00 x NUMBER OF ACTUAL TRAINEES

Coordinator Stipend:

All Coordinator Stipends shall be separate and apart from base wage compensation.

All full-time coordinators on active payroll shall receive a \$1,200 stipend prorated by 25% for each quarter the coordinator was employed from July 1, 2021 through June 30, 2022. The stipend shall be paid in 12 equal monthly payments from July 1, 2022 through June 30, 2023. Stipend payment schedule shall correspond with the coordinator’s regular payroll disbursement.

Coordinator Longevity Compensation:

Effective July 1, 2022, all full-time coordinators on active payroll shall receive longevity compensation based on the following years of continuous service as full-time H.C.C.T.P. coordinator. The longevity compensation shall be paid monthly from July 1, 2022 through June 30, 2023. Coordinator Longevity Compensation payment schedule shall correspond with the coordinator’s regular payroll disbursement. For tracking purposes, the stipend and longevity compensation amounts shall be listed separately on reimbursement documentation

Years of Service Per Month as follows:

1 – 3 \$400 9+ \$475

4 – 6 \$425

7 – 9 \$450

Tools

\$350.00 per trainee X NUMBER OF ACTUAL TRAINEES

Invoices for tools purchased as "take away" for trainees must include individual trainee names and must not exceed \$350 per trainee. Invoices for tools purchased for the program to utilize for multiple training sessions must be debited from the subcontractor line item.

Urine Drug/Breath Alcohol Screening, maximum of \$90.00 per screening

(initial screens and random drug testing) x \$90.00 (APPROXIMATED)

The Department requires that a trainee name be associated with each invoiced drug screen.

The Governmental Body further agrees to the terms and conditions set forth as follows:

1. All expenses incurred and/or services rendered are reimbursable only to the extent necessary and reasonable in accordance with the Scope of Services of this AGREEMENT; Line item budgeted amounts may not be transferred, and line item total caps may not be exceeded without prior written approval of the Department.

Adhere to a quarterly billing cycle at minimum. The GOVERNMENTAL BODY MUST SUBMIT CORRECT AND COMPLETE PAYMENT REQUEST TO THE department within thirty (30) days of the end of the quarter. Failure to submit payment request within thirty (30) days may result in liquidated damages equal to a 10% reduction in reimbursement, not to exceed \$10,000.

2. THE DEPARTMENT RESERVES THE RIGHT TO DISALLOW, WHOLE OR IN PART, ANY GOVERNMENTAL BODY PAYMENT REQUEST THAT IS NOT SUBMITTED WITHIN THIRTY (30) DAYS OF THE END OF THE QUARTERLY BILLING CYCLE.

2.1 All expenses incurred and/or services rendered shall be reimbursed on a quarterly billing cycle at minimum with all required supporting documentation, the maximum amounts are ascertainable from the Cost Category table above; and all expenses incurred and/or services rendered must relate to the relevant deliverable(s) described in the Scope of Services as the basis of payment.

3. All reimbursement requests are complete and accurate based on the criteria, guidelines, and intent of this agreement.
4. The following expenses are **not** eligible for reimbursement through this AGREEMENT:
 - 4.1. Payment to any Advisory Board members for their participation or expenses.
 - 4.2. Payment for the construction of or rehabilitation of a physical training facility. Exception: Work performed on the physical facility as a field training activity.
 - 4.3. Food and beverage purchases.
5. A candidate for the HCCTP who has participated in any IDOT construction training program shall not be accepted into the HCCTP.

Invoices must be accompanied by a form summarizing expenditures and receipts associated with the approved budget and include an authorized representative signature from the GOVERNMENTAL BODY certifying review of the invoices.



ATTACHMENT C

Activities, Measures and Performance

HCCTP Training Partners

NOTE: Some variables may affect each HCCTP program and how this tool applies to their program, including the program set-up, COVID or other restrictions, space, locations, liability concerns, legal restrictions on individual students, and other factors in the college or community.

Activities	Measures	Meets or Exceeds Expectation, or Needs Improvement
<p>Recruitment</p> <ul style="list-style-type: none"> • Making calls, sending emails, posting on social media to promote orientations and class registration • Publicizing orientation/registrations through traditional media – newspapers, radio, television • Working with the community college to prepare advertising messages. • Attending community meetings and events, including job fairs, and partnership meetings. 	<p>Recruitment</p> <ul style="list-style-type: none"> • Estimated number of persons reached through outreach efforts • Number of appearances in traditional media • Number of community meetings, job fairs, and partnership meetings attended. 	
<p>Application Process</p> <ul style="list-style-type: none"> • Conducting orientations and TABE testing • Conducting interviews with applicants • Collecting and verifying applicant documents, test scores, drug screens • Counseling applicants who do not qualify for the program. 	<p>Application Process</p> <ul style="list-style-type: none"> • Number of Orientations/testing sessions • Number of interviews conducted • Number of applicants tracked with documentation verified 	
<p>Coordination and Management of Training</p> <ul style="list-style-type: none"> • Scheduling and overseeing program instructors • Working with instructors to develop appropriate course curriculum and materials. • Maintaining student attendance and evaluation records • Providing materials and support for instructors 	<p>Coordination and Management of Training</p> <ul style="list-style-type: none"> • Number of classes held in each subject (documented weekly and quarterly to IDOT) • Daily/weekly records maintained on attendance and evaluations (documented weekly and quarterly to IDOT) 	

Activities	Measures	Meets or Exceeds Expectation, or Needs Improvement
	<ul style="list-style-type: none"> Classes/subjects completed for all students (documented weekly and quarterly to IDOT) 	
<p>Planning and Coordination of Hands-on Construction Projects</p> <ul style="list-style-type: none"> Meeting with potential community partners to arrange for new projects Reviewing projects and logistics with construction instructors Coordinating with partners for construction materials and scheduling Following up on progress and completion of projects 	<p>Planning and Coordination of Hands-on Construction Projects</p> <ul style="list-style-type: none"> Number of planning meetings with project partners and construction instructors Outlines/estimates/proposals of projects submitted in advance to IDOT Visits to construction sites in progress and at completion (including weekly and quarterly verification of completion) 	
<p>Maintaining/Expanding Relationships with the Building Trades</p> <ul style="list-style-type: none"> Calling and emailing trade union Business Agents and Training Coordinators, as well as contractors Recruiting and maintaining membership in the HCCTP Advisory Board Acting as a liaison with union partners, highway construction contractors, College departments, community agencies, Adult Education programs, businesses, and others Scheduling and holding field trips to training centers Scheduling and hosting guest speakers from the trades Organizing and coordinating advisory committee to assist in program planning, implementation, evaluation, and student placement. Ongoing verifying trades application deadlines Following up on student applications and placements in apprenticeship programs 	<p>Maintaining/Expanding Relationships with the Building Trades</p> <ul style="list-style-type: none"> Number of field trips and guest speaker visits (reported weekly and quarterly) Number of Advisory Board meetings held (reported weekly and quarterly) Number of trades representatives on the Advisory Board 	

Activities	Measures	Meets or Exceeds Expectation, or Needs Improvement
<p>Purchasing, Budget Management and Monthly Requests</p> <ul style="list-style-type: none"> • Creating and maintaining program budget -- and revisions, if needed (annually) • Purchasing and documenting student supplies, tools, instructor contracts, stipends and other expenses • Tracking and verifying expenses monthly 	<p>Purchasing, Budget Management and Monthly Requests</p> <ul style="list-style-type: none"> • Annually, program budget is set up and on file • Expenses verified in files and on reports to IDOT (reported monthly and quarterly) • Monthly/quarterly funding requests are submitted to IDOT in a timely fashion 	
<p>Follow-up with Students and Graduates on Applications and Placement Opportunities</p> <ul style="list-style-type: none"> • Making personal calls and/or sending texts to graduates • Meeting regularly with current students individually to discuss goals and applications • Contacting graduates still seeking apprenticeship placements at least monthly, and follow up as needed • Sending notifications of trade application deadlines and other pertinent information to graduates seeking placement 	<p>Follow-up with Students and Graduates on Applications and Placement Opportunities</p> <ul style="list-style-type: none"> • Maintain records of communications with graduates • Maintain notes or a chart of current students and their applications and intentions to apply (by trade) • Maintain records on apprenticeship placements (reported weekly and quarterly to IDOT) 	

LAKE LAND COLLEGE

MEMO

TO: Jean Anne Highland, Chief of Staff
FROM: Beth Craig, Grants Writer and Coordinator
CC: Lynn Breer, Director of Institutional Research and Reporting
RE: Acceptance of IGEN electric vehicle charging station Grant

Lake Land College has received a grant for \$8,500 from the Illinois Green Economy Network (IGEN) to purchase and install an electric vehicle charging station. The mission of IGEN is to provide a platform for collaboration among all Illinois community colleges and their partners to drive growth of the green economy. This grant opportunity supports the IGEN mission, and will allow the College to add a second electric vehicle charging station so that students, staff and visitors to the College can charge their electric vehicles while on campus.

I respectfully request that the Board of Trustees accept this grant award.



MEMO

TO: Dr. Bullock, President
FROM: Dustha Wahls, Director of Human Resources
CC: Greg Nuxoll, Vice President for Business Services
DATE: August 22, 2022
RE: IPRF Safety Grant

I would like to request that the Board of Trustees accept the IPRF Safety & Education Grant Award. This grant is provided by the Illinois Public Risk Fund, who administers our workers compensation program. This grant is for \$26,810 and is designed to ease the burden of safety-related expenses. This grant will cover products that are identified by IPRF Loss Control agents that will assist in reducing injuries or illness.

LAKE LAND COLLEGE

Memo

To: Dr. Josh Bullock, President
From: Greg Nuxoll, Vice President for Business Services
Date: September 2, 2022
Re: Approval of Bid for Ag Tech Lighting Replacement

The College recently solicited bids for the Ag Tech Lighting Replacement project to replace the existing lighting fixtures with LED fixtures in the shop and mezzanine areas of the Ag Tech north and south buildings.

For the bidding process, we advertised in major daily in-district newspapers and mailed proposals to all interested contractors. A total of six bids were received from area contractors. Below is a listing of the bids that were received:

<u>Name</u>	<u>Total</u>
Commercial Electric, Inc. Mattoon, IL	\$25,134
STL LED, LLC St. Louis, MO	\$27,231
Central State Construction Marshall, IL	\$29,450
Pals Electric, Inc. Teutopolis, IL	\$30,777
Nadler Electrical Contracting, Inc. Sullivan, IL	\$32,342
Anderson Electric Inc. Mattoon, IL	\$32,500

Based on the bids received, I recommend that we award this bid and initiate a contract with Commercial Electric, Inc. of Mattoon, Illinois, for the Ag Tech Lighting Replacement project.

Please do not hesitate to contact me if you have any questions or need any further clarification.

**LAKE LAND
COLLEGE
BID TABULATION**

Lake Land College
5001 Lake Land Boulevard
Mattoon, Illinois 61938

Lake Land College Ag Tech Lighting
Replacement
Project No. 2022-018
BID DATE: September 2, 2022 - 1:00 PM

CONTRACTOR	Total Bid					
Commercial Electric, Inc. Mattoon, Illinois	\$ 25,134.00					
STL LED, LLC St. Louis, Missouri	\$ 27,231.00					
Central State Construction Marshall, Illinois	\$ 29,450.00					
Pals Electric, Inc Teutopolis, Illinois	\$ 30,777.00					
Nadler Electrical Contracting, Inc. Sullivan, Illinois	\$ 32,342.00					
Anderson Electric, Inc. Mattoon, Illinois	\$ 32,500.00					



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: August 19, 2022

RE: Approval of New Building Automation Software for Kluthe Building

The College recently installed a new HVAC system at the Kluthe Building in Effingham, IL. The Kluthe building remains on a very dated version of building automation that will not have support in the near future. The College has implemented a newer building automation system with newer construction projects as the Board and Administration, Luther Student Center addition, Foundation and Alumni and Workforce are fully on the newer system. With the new HVAC system, the College would like to add the Kluthe building to the new building automation system.

I would recommend transitioning the existing version to Schneider Electric EcoStruxure Building Automation System (BAS). The upgrade will leverage and reuse the existing Continuum field level controllers, communication wiring, sensors etc., relinquishing the need for a full system replacement. The new system allows for future expansion of the BAS using any combination of the industry standard open communication protocols including BACnet IP, BACnet MS/TP, Modbus TCP, Modbus RTU, and LonWorks. The upgrade will allow for access to a cutting edge, web-based BAS platform from any PC, tablet, or phone with an industry standard web browser (and with access to the AT&T Network) that utilizes all of EcoStruxure's industry leading cybersecurity and performance capabilities. The web-based BAS includes a state of the art HTML5 based Graphical User Interface (GUI) with override, set point, scheduling, alarming, and trending capabilities.

The \$33,460 cost proposal from Dynamic Controls, Inc. of East Peoria, IL is based upon using Lake Land's provided Workstation Pro software for programming, commissioning, and start-up of system.

A bid is not necessary per Board Policy, 10.22 (4) (F) which exempts software purchases from the bid process.

I recommend the Board approve accepting the \$33,460 cost proposal from Dynamic Controls, Inc. to upgrade the College's building automation software for the Kluthe Building in Effingham, IL.



August 18, 2022

Quote No: 17792

To: Scott Rawlings

RE: Kluthe EBO Transition

Scott,

Dynamic Controls is proud to present the following solution for your consideration. We look forward to working with you and appreciate the opportunity:

Quote total:.....**\$33,460.00**

Scope of Work:

BAS Upgrade – EcoStruxure Building Operation (EBO):

- The intent of this proposal is to transition the remaining equipment still on I-net over to Schneider Electric EcoStruxure Building Automation System (BAS)
- The upgrade to EcoStruxure Building Operation (EBO) from Continuum will leverage and reuse the existing Continuum field level controllers, communication wiring, sensors etc., relinquishing the need for a full system rip and replace.
 - **Note:** EBO allows for future expansion of the BAS using any combination of the industry standard open communication protocols including BACnet IP, BACnet MS/TP, Modbus TCP, Modbus RTU, and LonWorks.
- This upgrade will allow for access to a cutting edge, web-based BAS platform from any PC, tablet, or phone with an industry standard web browser (and with access to the AT&T Network) that utilizes all of EcoStruxure’s industry leading cybersecurity and performance capabilities.
- This web-based BAS includes a state of the art HTML5 based Graphical User Interface (GUI) with override, setpoint, scheduling, alarming, and trending capabilities.
- This proposal is based upon using Lake Land’s provided Workstation Pro software for programming, commissioning, and start-up of system.

EcoStruxure Automation Server:

- Furnish one EcoStruxure Automation Server (AS-P) Network Controllers. One AS-P is to act as a direct, one-to-one replacement of the existing Net II network controller located on the lower level for HVAC purposes.

EcoStruxure Integrations:

- Provide integration of the following HVAC controls currently tied to the Continuum BAS into the new EcoStruxure BAS:
 - (2) i2 920 controllers and all remaining points
 - RTU-3
 - Exhaust Fans
 - Light Control
 - (36) Variable Air Volume Boxes (VAVs) with electric heat



- Provide recreation of all existing control programming logic and graphical representations in the EcoStruxure BAS.
 - **Note:** AutoCAD floorplan files may be required by the owner for optimal quality recreations of the existing floorplan graphics.
- Any BAS related control devices, controllers, sensors, and control wiring to be reused are considered to be in good working order and will not be replaced as part of this proposal or counted under warranty unless specifically stated otherwise in this scope of work.
 - **Note:** A baseline check on all existing control sensors and devices to be reused will be conducted prior to the BAS upgrade. A detailed report will be provided to the owner outlining all findings and any suggested replacements or concerns.

General Inclusions:

- Project management, engineering, checkout/startup labor and coordination of electrical installation will be provided to complete this project as designed.
- All building automation system controls installation (less temperature wells, valves, dampers, and pressure taps), conduit, wiring, and terminations are included.
- Demo of all existing programming no longer required as a result of this project will be included in this proposal.
- Provide control drawings to assist in installation and updated as-built drawings upon completion of this work.
 - **Note:** This applies only to scope items included in this proposal. Recreation of existing control as-builts, originally created by others, will be excluded from this proposal.
- One (1) year parts on any newly installed DCI provided control devices will be included in this proposal.
- We assume all field work will be done during normal business hours.

General Exclusions:

- Any BAS related control devices, controllers, sensors, and control wiring to be reused are considered to be in good working order and will not be replaced as part of this proposal or counted under warranty unless specifically stated otherwise in this scope of work.
- This proposal does not include a copy of the EcoStruxure WorkStation software which is the programming and graphics editor for the BAS. This software can be made available for additional cost upon request.
- Premium time is excluded from this proposal. All work assumed to occur during normal business hours.
- Material taxes have been excluded from this proposal



Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,

Jon Newton

Sales Engineer Dynamic
Controls Inc
727 Sabrina Dr,
East Peoria, IL 61611

Approval Signature

Approval Date



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: September 1, 2022

RE: Approval of ServiceNow Software as the College's Help Desk Ticketing System

ISS is requesting to purchase ServiceNow Software for our help desk ticketing system. This help desk ticketing system (support ticket system) is software that collects and tracks all customer support interactions from various channels. All customer interactions will be logged in the system. Currently, ISS uses a third party managed service through Blackbelthelp (BBH) as an outsourced 24/7/365 Helpdesk. BBH has failed to meet our expectations so Lake Land College is terminating our contract as of January 3, 2023. Bringing these services back in-house and utilizing an IT Service Management (ITSM) tool like ServiceNow will help ISS be more efficient managing our technical support needs.

Lake Land College entered into a 3-year, \$295,620 agreement with BBH on 1/3/2022. This agreement was \$99,540.00 for year 1 and is renewable annually at \$98,040.00. This agreement was approved at the September 1, 2021 board meeting and funded by the Cares Act/HEERF Funds. We had BBH add language to the contract that allowed us to terminate the agreement at any time and for any reason with a 90-day notice. Lake Land went live with BBH on April 15, 2022.

Lake Land College partnered with BBH for three primary reasons: 1) to offload most support to BBH, 2) to free up ISS staff to focus on higher level technical needs, and 3) to provide better support to our students, faculty, and staff. To date, BBH has not enabled the ISS to reach any of the objectives of our engagement.

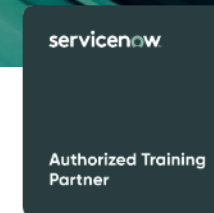
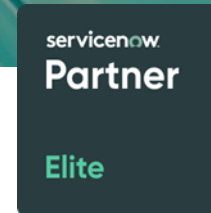
Upon termination of our agreement with BBH, it would be preferred to pursue the original ServiceNow agreement with CDW implementation. ServiceNow is a 7-time Gartner Magic Quadrant leader for ITSM Tools. The ticket management system will modernize our IT operations to optimize productivity, cost, and resilience. The 3-year license cost for ServiceNow is \$42,500.00 annually with a \$5000.00 first year cost for learning credits. This is a total license cost of \$132,500.00 for 3 years.

ISS also engaged CDW to help implement ServiceNow at Lake Land College. CDW is a ServiceNow Elite Partner with 18+ years' experience in ServiceNow implementations. Leveraging CDW's ITSM Jump Start program will allow ISS to implement ServiceNow in just 7 weeks for a process that normally takes about 6 months. CDW will assist start to finish in the ServiceNow implementation to design, develop, train, and advise to ensure a successful implementation. This will assist us to setup Service Portal, Incident Management, Service Catalog/Request, Knowledge Management, Problem Management, and Change Management. The cost for CDW ITSM Jumpstart implementation is \$133,968.00, which will bring our 3-Year Grand Total to \$266,468.00.

The total cost of \$266,486 to purchase and implement ServiceNow can be funded via HEERF funds. BBH was funded by HEERF funds and ServiceNow is essentially replacing BBH. The board already approved a 3-year agreement with BBH for a total of \$295,620.00 of which \$99,540.00 has already been paid for Year 1 and the remaining 2-Year total of \$196,080.00 can be reallocated to ServiceNow.

I recommend purchasing ServiceNow as our ITSM solution and contracting CDW for the implementation and training.

SERVICENOW SOLUTIONS



CDW SERVICENOW SOLUTIONS ROM

- **SNS Account Manager:** Jason Hildenbrand
- **SNS FSA:** Tom Horton

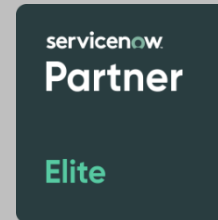
- Presented on: August 2022



SERVICE MANAGEMENT MATURITY EXPERTS SINCE 2003

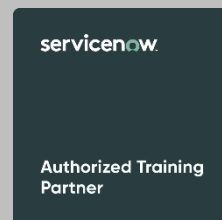


- ITSM since 2003
- ServiceNow Since 2013
- 2021 Global and Americas Elite Segment Partner of the Year



Elite represents TOP 5% of North American ServiceNow partners.

640+ Certifications
2000+ Application Deployments

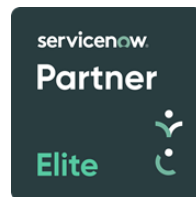


Avg. ServiceNow CSAT Score:

4.6 Out of 5

(9.8 out of 10 on previous rating system)

IMPLEMENT FASTER AND SMARTER WITH CDW



PHASED IMPLEMENTATION APPROACH



Crawl

Phase 1 – ITSM JumpStart

- Platform Configuration
- Incident Management
- Problem Management
- Change Management
- Service Req - Initial Catalog
- Knowledge Management
- Service Portal



Walk

Phase 2 – ITOM & Integrations

- CMDB
- ITOM Visibility
 - Service Graph Connectors
 - ServiceNow Discovery
- Expanded Service Catalog
 - Forms and workflow for additional teams
- Integrations



Run

Future Phase(s)

- ITOM Health
 - Event Management
 - Event Connectors
- Hardware Asset Management Professional
- Software Asset Management Professional

Phase 1.1 – SmartCIP

- Continuous platform support and enablement
- Service Catalog & enhancement backlog
- Initial stand-up of Asset Management Inventory
- SCCM Integration for end user workstation CI's/Assets

ITSM JumpStart Engagement Agenda

Pre-Week(s) 0-1	
Pework	<ul style="list-style-type: none"> Client Readiness <ul style="list-style-type: none"> Video Assignments reviewed by client Client obtains ServiceNow Instances and access for project team members Client fills out prework questionnaire
Week 2	
Monday thru Friday	<ul style="list-style-type: none"> Kickoff End-to-end Platform Walkthrough Mini Process Alignment workshops Core Setup – one time import of group and group members if not part of LDAP SSO/LDAP – single Active Directory and known SSO provider Service Portal – single portal only + limited branding (logos/colors)
Week 3	
Monday thru Thursday	<ul style="list-style-type: none"> Examine Workshops and Configurations <ul style="list-style-type: none"> Incident, Problem, Change, Knowledge
Friday	<ul style="list-style-type: none"> Show-backs: <ul style="list-style-type: none"> Incident, Problem, Change, Knowledge Project status

Week 4	
Monday thru Thursday	<ul style="list-style-type: none"> Examine Workshops and Configurations <ul style="list-style-type: none"> Pre-built Catalog items, Catalog
Friday	<ul style="list-style-type: none"> Show backs: <ul style="list-style-type: none"> Pre-built Catalog items, Catalog Project status
Week 5	
Monday thru Friday	<ul style="list-style-type: none"> Quality Assurance checks Clean up of demo data Clone to PROD
Week 6	
Monday thru Thursday	<ul style="list-style-type: none"> Final End-to-end Show-backs Remediation / Rinse/Repeat Guided UAT with SA Train the trainer or Recorded Fulfiller training with BPC Code freeze in lower instance Thursday afternoon Move additional update sets to PROD
Fri	<ul style="list-style-type: none"> Production Ready
Week 7	
Monday thru Friday	Options: <ul style="list-style-type: none"> Monday thru Friday - Go-live & Critical Care Support Monday - Transfer to CIP

CDW SNS RESOURCE ROLES

Engagement Manager: Facilitates project planning, provides implementation expertise, ensures the statement of work is being adhered to, allocates appropriate CDW resources, manages escalations, and acts as a single point of contact. Also facilitates at minimum a weekly status call.

Business Process Consultant(s):
Drives process definition, re-engineering, improvement and gap analysis of current and future processes together with Customer Process Owners, key customer sponsors and stakeholders.

Integration Expert(s):
Assists with integrations defined by Solution Architects.

Quality Assurance Expert(s):
Tests stories before turning them over to customer. Can provide additional testing if such options are selected in the statement of work.

Solution Architect:
Provides direction on the best means of performing application configuration based on the defined business requirements.

Technical Consultant(s):
Helps with application configuration and assists with knowledge transfer to Customer Resource(s).

Trainer(s):
Provides training related to this project, the extent of which is determined by the training options selected in the statement of work.

CUSTOMER RESOURCE ROLES

Project Manager: Will have overall responsibility for the project. Meets regularly with the ServiceNow Solutions Engagement Manager to review progress and resolve issues.

Process Owner(s):

Subject matter experts responsible for the correct and complete definition of each of the processes implemented within the ServiceNow product.

System Administrator(s):

Administrator training must be completed by the Customer's assigned resource(s) no later than the beginning of the Prepare stage.

Technical Resource(s):

Will accommodate the scope of the implementation and to support the joint execution of the Project. To support the agreed integrations, the Customer will also supply required technical resource(s) with working knowledge of the integration areas

Testers:

Perform testing related to this project. This will include performing initial story testing, and any other testing typically performed by your organization such as User Acceptance Testing.

Trainer(s):

Provide training related to this project. Customer will be responsible for all training unless otherwise identified in this Statement of Work.

Sample Customer Effort* – Jumpstart

	PROJECT WEEKS:						
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
CLIENT ROLES:	ESTIMATED WEEKLY HOURS:						
Process Owner(s)	12	15	15	20	15	20	10
Project Manager	10	10	10	10	10	20	10
System Administrator(s)	12	10	10	20	10	20	20
Technical Resource(s)	12	15	15	20	10	20	10
Testers					10	20	5
Trainer(s)					5	5	10
Project Sponsor	8	4	4	4	4	4	10

* For illustration purposes only. Per-role and per-phase estimates based on # of roles, length of phases, etc.

1-DAY ITIL® AWARENESS COURSE

This workshop uses case studies from global organizations that have successfully justified and implemented ITIL. Learn how to reduce the learning curve and increase your ROI when you leverage a balance of *People*, *Process* and *Platform* during your Service Improvement Project.



Overview for IT Stakeholders and Managers to Learn the *Transformational Value of ITIL*



Expert-Led, Engaging, Interactive



Emphasis on How to Align IT with Business Goals



Shows How ITIL Helps Drive Success & Growth

SMARTCIP SUMMARY

- CDW SmartCIP (Continuous Improvement Program) is a quarterly program that includes a block of hours that can be used for:
 - Ongoing training and transfer of knowledge
 - Monthly/weekly meetings to discuss ideas, new requirements, bottlenecks, and wish-list items
 - Configuration assistance
 - Technical coaching and best-practice recommendations
 - Assistance in planning phase two initiatives, and other continuous improvement activities
 - Unlimited calls (15 minutes or less) & emails

CDW AMPLIFIED Infrastructure Services

WE GET STATUS QUO ISN'T A PHILOSOPHY THAT ACHIEVES CONTINUOUS IMPROVEMENT.

CDW Amplified* OS and Apps SmartCIP

Continuous improvement gives you the satisfaction of knowing that you have help if and when you need it. It ensures increasing ROI by providing continued development and support from ServiceNow-certified developers. These resources provide best practice consulting with an eye toward the future and a focus on utilizing the ServiceNow platform to its fullest potential.

CDW's SmartCIP can help you achieve:

- Reliability
- Operational Efficiencies
- Reduced Risk

Orchestrating the Right Solution

Using CSI (Continuous Service Improvement) principles, SmartCIP focuses on improving Service Management in your organization. Our Support Services consultants meet with you to provide the resources, impetus and accountability necessary to keep improvement initiatives from being lost in the clutter of the many demands on your time.

Benefits You Will Receive:

- Designated consultant assigned to your company
- Regular review sessions with Senior/Principal Consultants
- Access to all CDW development experts to resolve any issue or answer any question
- Flexible quarterly options starting at 20 hours per quarter
- Automatic renewal
- Free technical support incidents within 15 minutes (limit one per day)
- ServiceNow System Administration services
- Rates guaranteed for length of contract

CDW GETS SERVICENOW

As a ServiceNow Elite Partner, we are driven to achieve top results for your ServiceNow initiatives. We have the experience, expertise and proven customer satisfaction track record you're looking for.

Important Stats

- Greater than 9 (out of 10) CSAT Score. Visit servicenow.com/partners to see details.
- 140+ ServiceNow Certifications
- Authorized ServiceNow Trainers
- 800+ ServiceNow Application Deployments
- AXELOS® Accredited ITIL® Trainers
- IT Service Management since 2003
- ServiceNow Partner since 2013

What Our Customers Say

"Your team has been a great pleasure to work with during our transition to ServiceNow."
— Cindy (Restaurant Franchise Company, Independence, OH)

"Excellent expertise and focus on exactly what needed to be done, and delivered."
— Paula (Investment Company, Boston, MA)

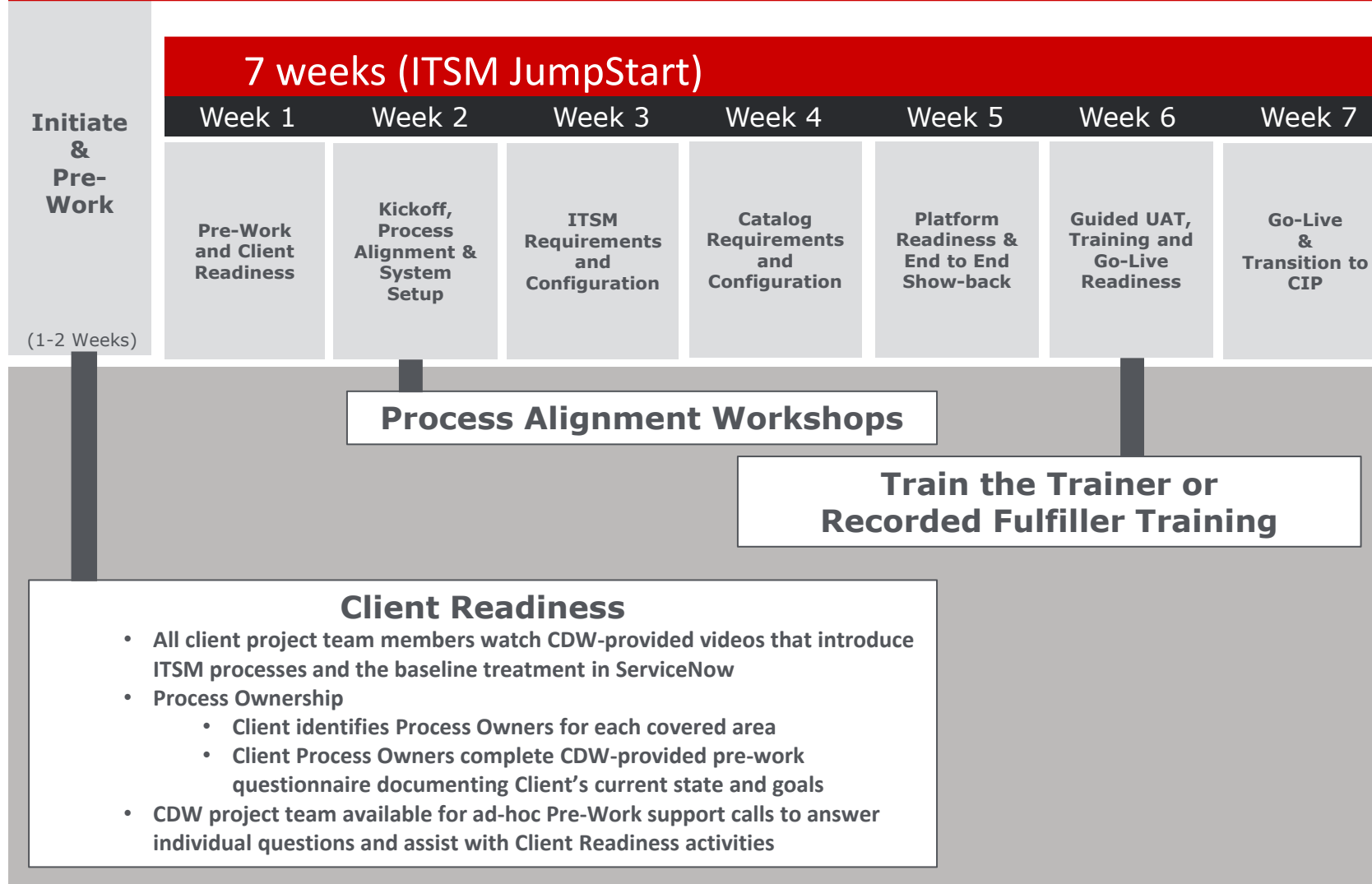
CDW's full lifecycle of Services can support your business no matter where you are on your journey

Design → Orchestrate → Manage → On-Premises → On-Journey → Cloud-Based

CDW AMPLIFIED SERVICES

Implementation Time-Line

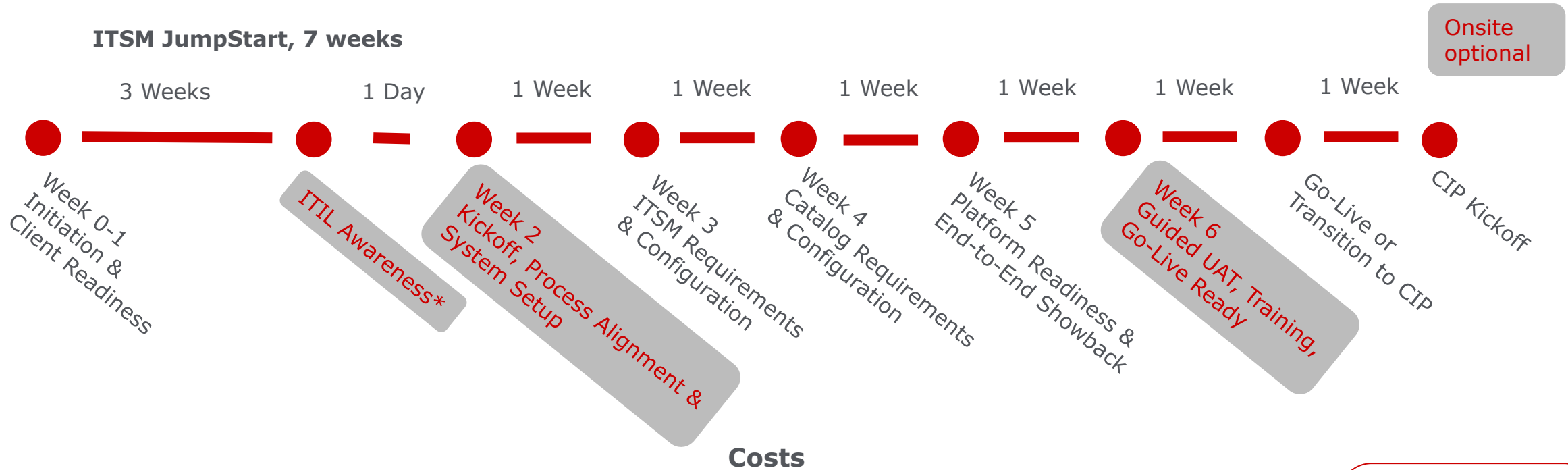
8-9 Week Total Deployment



80 Hours/Quarter CDW SmartCIP (Continuous Improvement Program) is a quarterly program that includes a block of hours that can be used for:

- Ongoing training and transfer of knowledge
- Monthly/weekly meetings to discuss ideas, new requirements, bottlenecks, and wish-list items
- Configuration assistance
- Technical coaching and best-practice recommendations
- Assistance in planning phase two initiatives, and other continuous improvement activities
- Unlimited calls (15 minutes or less) & emails

JumpStart Estimated Timeline & Costs



▪ Base Implementation:	\$100,000
▪ 1 Day ITIL Awareness Overview* (up to 10 attendees):	\$4,500
▪ Admin Knowledge Transfer:	Included
▪ SmartCIP* (80 hours/quarter):	\$18,000/quarter
▪ Phase 1 Total, incl. Options	\$122,500

*Optional

Service Management Pro - Annual

\$42,500

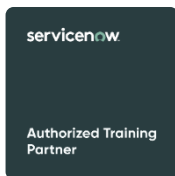
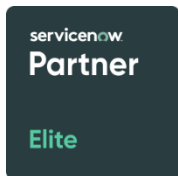
Requested start and completion dates are not guaranteed; subject to SOW execution, mutual agreement between Customer and Provider, resourcing, and scheduling considerations.

OUR COMMITMENT TO YOU



- **Outstanding Responsiveness**
Progress on your project will not be held up by us. We believe in prompt and thorough communications at every stage of the project.
- **Ease of Doing Business**
You will not have to jump through “corporate policy” hoops or overly-complicated contractual red tape to get your requests satisfied.
- **Excellence in Delivery Execution**
If at any point you feel like our work does not meet that standard, we will make it right.

THANK YOU!



NEXT STEPS



Customer Project Approval



Confirm Objectives / Approach / Budget Range



Generate Statement of Work



Finalize Legal Process (MSA & SOW)



Signatures & Project Initiation

Additional Details: ITSM Jumpstart Agenda

Weeks 0-1* - Focus: Pre-Work and Client Readiness

Client Readiness	<ul style="list-style-type: none"> • Client Readiness <ul style="list-style-type: none"> • All client project team members watch CDW-provided videos that introduce ITSM processes and the baseline treatment in ServiceNow • Process Ownership <ul style="list-style-type: none"> • Client identifies Process Owners for each covered area • Client Process Owners complete CDW-provided pre-work questionnaire documenting Client's current state and goals • CDW project team available for up to 10-hours of ad-hoc Pre-Work support calls to answer individual questions and assist with Client Readiness activities • Foundation Data Identification and Collection
System Readiness	<ul style="list-style-type: none"> • Client obtains ServiceNow instances and access for CDW and Client project team members • Consultant meeting with Client <ul style="list-style-type: none"> • Share and confirm access to environment and reset Admin password(s) as needed • Set up access to ServiceNow HI • Update client account information with ServiceNow • IDaptive setup with CDW

* Pre-Work and Client Readiness may take up to three (3) calendar weeks; your assigned EM will coordinate.

Week 2 - Focus: Kick-off, Process Alignment, System Setup

<p>Monday</p>	<ul style="list-style-type: none"> • Kick-off meeting: High Level overview of the initiative, approach and items to ensure customer readiness. Of significance will be identifying client lead(s), reviewing Pre-Work to confirm client readiness, and assigning actions to ensure session success. Topics to cover include: <ul style="list-style-type: none"> • SSO / LDAP Integration • Portal (branding/colors/etc.) • Business Services / Business Applications • Schedule and Logistics Confirmation • Review of Foundation Data Pre-Work • End-to-End Platform Walkthrough: Consultant-led orientation to ServiceNow user interface and walkthrough of baseline ServiceNow ITSM enablement to anchor client project team members' familiarity with the platform before any requirements discussions. Address foundation data, as well as platform functionality and navigation. 	<ul style="list-style-type: none"> • Recommended Attendees: <ul style="list-style-type: none"> • All Core Project Team Members • Client Project Sponsor(s)
<p>Tuesday</p>	<ul style="list-style-type: none"> • Mini Process Alignment Workshop: Incident Management • Topics include: <ul style="list-style-type: none"> • End-to-End process overview • Alignment on best practices, concepts, and terms • Roles and responsibilities • Review of Pre-Work content and questionnaire(s) 	<ul style="list-style-type: none"> • Incident Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Incident Mgmt. Process Owner • Incident Manager • Help/Service Desk Manager • Representatives from Level 2/Level 3 Support • Knowledge Mgmt. Process Owner • Change Mgmt. Process Owner • Problem Mgmt. Process Owner

Week 2 - Focus: Kick-off, Process Alignment, System Setup

<p>Tuesday (cont'd)</p>	<ul style="list-style-type: none"> • Mini Process Alignment Workshop: Problem Management • Topics include: <ul style="list-style-type: none"> • End-to-End process overview • Alignment on best practices, concepts, and terms • Roles and responsibilities • Review of Pre-Work content and questionnaire(s) 	<ul style="list-style-type: none"> • Problem Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Problem Mgmt. Process Owner • Problem Manager • Help/Service Desk Manager • Representatives from Level 2/Level 3 Support • Incident Mgmt. Process Owner • Knowledge Mgmt. Process Owner
<p>Wednesday</p>	<ul style="list-style-type: none"> • Mini Process Alignment Workshop: Change Management • Topics include: <ul style="list-style-type: none"> • End-to-End process overview • on best practices, concepts, and terms • Roles and responsibilities • Review of Pre-Work content and questionnaire(s) • Core system setup, ad hoc sessions on individual topics to ensure pre-work is completed, as necessary. Topics to cover include: <ul style="list-style-type: none"> • SSO/LDAP – single Active Directory for user provisioning and known SSO provider • Core Setup – one time import of group and group members if not part of LDAP • Service Portal – single portal only + limited branding (logos/colors) 	<ul style="list-style-type: none"> • Change Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Change Mgmt. Process Owner • Change Manager • Configuration Manager • Representatives from Level 2/Level 3 (Change Users) • CAB Members • ServiceNow Administrator

Week 2 - Focus: Kick-off, Process Alignment, System Setup

<p>Thursday</p>	<ul style="list-style-type: none"> • Mini Process Alignment Workshop: Request / Catalog Management • Topics include: <ul style="list-style-type: none"> • End-to-End process overview • Alignment on best practices, concepts, and terms • Roles and responsibilities • Review of Pre-Work content and questionnaire(s) • Mini Process Alignment Workshop: Knowledge Management • Topics include: <ul style="list-style-type: none"> • End-to-End process overview • Alignment on best practices, concepts, and terms • Roles and responsibilities • Review of Pre-Work content and questionnaire(s) • Core system setup, ad hoc sessions on individual topics to ensure pre-work is completed, as necessary. 	<ul style="list-style-type: none"> • Request / Service Catalog Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Service Catalog Mgmt. Process Owner • Request Fulfillment Process Owner • Service Owners related to subject Catalog Items • Service Portal Owner • Representatives from Level 2/Level 3 Support • Knowledge Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Knowledge Mgmt. Process Owner • Knowledge Manager • Help/Service Desk Manager • Portal Owner • Representatives from Service Owners • Incident Mgmt. Process Owner • Problem Mgmt. Process Owner
<p>Friday</p>	<ul style="list-style-type: none"> • Review all work to date to confirm Client and Core System Readiness (i.e., like a "Stage Gate") 	

Week 3 - Focus: Requirements Gathering and Configuration

Monday	<ul style="list-style-type: none"> • Incident Mgmt. Platform Refresher <ul style="list-style-type: none"> • Incident Management Platform Walkthrough • Service Desk interaction functionality overview • Problem Mgmt. Platform Refresher <ul style="list-style-type: none"> • Problem Management Platform Walkthrough 	<ul style="list-style-type: none"> • Incident Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Incident Mgmt. Process Owner • Incident Manager • Help/Service Desk Manager • Representatives from Level 2/Level 3 Support • ServiceNow Administrator • Problem Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Problem Mgmt. Process Owner • Problem Manager • Help/Service Desk Manager • Representatives from Level 2/Level 3 Support • ServiceNow Administrator
Tuesday	<ul style="list-style-type: none"> • Incident Mgmt. Requirements <ul style="list-style-type: none"> • Incident Mgmt. Data Requirements (minimal modifications planned) • Incident Categorization (finalize from pre-work) • Incident Prioritization • Problem Mgmt. States and Escalations (minimal modifications planned) • Business Services / Business Applications • Status Codes • E-Mail Notifications • Problem Mgmt. Requirements <ul style="list-style-type: none"> • Problem Mgmt. Data Requirements (minimal modifications planned) • Problem Categorization • Problem Prioritization • Problem Mgmt. States and Escalations (minimal modifications planned) • Status Codes • E-Mail Notifications 	<ul style="list-style-type: none"> • Incident Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Same as Monday: Incident Mgmt. • Problem Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Same as Monday: Problem Mgmt.

Week 3 - Focus: Requirements Gathering and Configuration

Wednesday

- | | |
|--|---|
| <ul style="list-style-type: none"> • Change Mgmt. Platform Refresher <ul style="list-style-type: none"> • Change Management Platform Walkthrough
 • Knowledge Mgmt. Platform Refresher <ul style="list-style-type: none"> • Knowledge Management Platform Walkthrough | <ul style="list-style-type: none"> • Change Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Change Mgmt. Process Owner • Change Manager • Configuration Manager • Representatives from Level 2/Level 3 (Change Users) • CAB Members • ServiceNow Administrator
 • Knowledge Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Knowledge Mgmt. Process Owner • Knowledge Manager • Help/Service Desk Manager • Portal Owner • Representatives from Service Owners • Incident Mgmt. Process Owner • Problem Mgmt. Process Owner • ServiceNow Administrator |
|--|---|

Week 3 - Focus: Requirements Gathering and Configuration

Thursday	<ul style="list-style-type: none"> • Change Mgmt. Requirements <ul style="list-style-type: none"> • Change Mgmt. Data Requirements (minimal modifications planned) • Change Categorization (finalize from pre-work) • Change Risk Assessment • Change Planning Requirements (minimal modifications planned) • CAB Workbench configuration • E-Mail Notifications • Knowledge Mgmt Requirements <ul style="list-style-type: none"> • Establish Knowledge base • Knowledge Categorization • Feedback mechanisms • Status Codes • E-Mail Notifications 	<ul style="list-style-type: none"> • Change Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Same as Wednesday: Change Mgmt. • Knowledge Mgmt: Recommended Attendees <ul style="list-style-type: none"> • Same as Wednesday: Knowledge Mgmt.
Friday	<ul style="list-style-type: none"> • Showbacks: Incident, Problem, Change, Knowledge • Project Status Meeting and alignment 	

Week 4 - Focus: Requirements Gathering and Configuration		
Monday	<ul style="list-style-type: none"> Request Fulfillment / Catalog Mgmt. Requirements [Focus on refining 2 of the pre-built items for client purposes] <ul style="list-style-type: none"> Request Item Data Requirements (minimal modifications planned) Request Item workflow Status Codes E-Mail Notifications 	<ul style="list-style-type: none"> Request / Service Catalog Mgmt: Recommended Attendees <ul style="list-style-type: none"> Based on items to be addressed Service Portal Process Owner Portal Manager Service Catalog Process Owner Service Catalog Manager ServiceNow Administrator
Tuesday	<ul style="list-style-type: none"> Request Fulfillment / Catalog Mgmt. Requirements [Focus on refining 2 of the pre-built items for client purposes] <ul style="list-style-type: none"> Request Item Data Requirements (minimal modifications planned) Request Item workflow Status Codes E-Mail Notifications 	<ul style="list-style-type: none"> Request / Service Catalog Mgmt: Recommended Attendees <ul style="list-style-type: none"> Based on items to be addressed
Wednesday	<ul style="list-style-type: none"> Non-Request Record Producer Requirements (TBD) 	<ul style="list-style-type: none"> Based on items to be addressed
Thursday	<ul style="list-style-type: none"> Follow-up sessions as required (TBD) 	
Friday	<ul style="list-style-type: none"> Showbacks: Pre-built Catalog Items, Catalog Project Status Meeting and alignment 	

Week 5 - Focus: Platform Readiness		
Monday Thru Thursday	<ul style="list-style-type: none">• Quality checks from previous weeks• Clean up of demo data	<ul style="list-style-type: none">• Client team available for questions and details
Friday	<ul style="list-style-type: none">• Final, end-to-end showback• Clone to PROD	<ul style="list-style-type: none">• Full Client project team

Week 6 - Focus: Testing, Training, and Platform Finalization	
Monday - Wednesday	<ul style="list-style-type: none"> • Guided UAT with SA • Remediation
Wednesday - Thursday	<ul style="list-style-type: none"> • Training (Client Choice of one): <ul style="list-style-type: none"> • BPC-led, recorded, Fulfiller training • BPC-led, recorded, Train-the-Trainer (delayed go-live)
Thursday	<ul style="list-style-type: none"> • Code freeze in lower instance (afternoon) • Move additional update sets to Production instance
Friday	<ul style="list-style-type: none"> • Production ready

Week 7 - Focus: Ready!

**Monday
Thru
Friday**

- Client Choice:
 - Option 1:
 - Go-live
 - Critical Care Support
 - Option 2:
 - Transition to CIP for continued development / delayed go-live

Lake Land College
Board of Trustees



RESOLUTION NUMBER: 0922-003

DATE: September 12, 2022

*Approve Sixth Addendum to Employment Agreement with
Dr. **Jonathan "Josh" Bullock, Lake Land College President, Extending the Term
through June 30, 2025.***

WHEREAS, the Board of Trustees of Lake Land College, Community College District No. 517 (the "College") has the duty to select and appoint the President of the College in accordance with the laws of the Public Community College Act, to complete an annual performance review of the President of the College, and to approve the issuance of all employment contracts and notices as well as contract language changes; and

WHEREAS, the Board of Trustees entered into an initial three-year employment contract with Dr. Jonathan "Josh" Bullock hereinafter referred to as the "President" commencing July 1, 2013 through June 30, 2016; and

WHEREAS, on April 13, 2015, the Board of Trustees approved an Addendum to Employment Agreement with the President which extended the employment contract an additional three years commencing July 1, 2015 through June 30, 2018; and

WHEREAS, on March 12, 2018, the Board of Trustees approved a Resolution and Addendum to Employment Agreement with the President which extended the President's employment for an additional three years through June 30, 2021; and

WHEREAS, on September 9, 2019, the Board of Trustees approved a Resolution and Addendum to Employment Agreement with the President which extended the President's employment for an additional three years through June 30, 2022; and

WHEREAS, on September 14, 2020, the Board of Trustees approved a Resolution and Addendum to Employment Agreement with the President which extended the President's employment for an additional three years through June 30, 2023; and

WHEREAS, on September 13, 2021, the Board of Trustees approved a Resolution and Addendum to Employment Agreement with the President which extended the President's employment for an additional three years through June 30, 2024; and

WHEREAS, the President's annual salary for the 2022-2023 contract year is \$258,345.03; and

WHEREAS, the Board of Trustees has conducted an annual performance review of the President each year since the contract initiation date and the President has successfully met all essential functions of his role and established performance goals by the Board of Trustees during each review period; and

WHEREAS, the Board of Trustees has established five goals for the President for FY 2023 to include:

1. Collaborate with the Student Services and Academic Services Units to operationalize the Guided Pathways Strategic Enrollment Management plan, including ongoing implementation of EAB Navigate.

2. Guide and support the President’s Cabinet and College leaders with implementing strategic projects in support of the priority objectives and FY 2023 action plans of the College’s FY 2023-27 Strategic Plan.
3. Maintain an emphasis on beautification of campus grounds, including finalization of the campus master landscaping plan and implementation of FY 2023 initiatives.
4. Finalize the campus master facility plan and advance the current capital projects, including completion of the bonding process and initial project design.
5. Direct the planning and implementation of the Early Childhood Access Consortium for Equity Opportunity (ECE) and Pipeline for the Advancement of the Healthcare Workforce (PATH) state grant programs to advance the pipeline for the early childhood education and healthcare workforces.

WHEREAS, the Board of Trustees appreciates and supports the President’s continued leadership of the College; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois (the “Board”) as follows:

Section 1. The Board approves the Sixth Addendum to the President’s Employment Agreement (Attached to Resolution as Exhibit A) to extend the term of the President’s Agreement for three additional years, through June 30, 2025.

ADOPTED this ___ day of _____, 20__ by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

By: _____

Chair

Attest: _____

Secretary

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution for approval to renew/extend the employment contract with Dr. Jonathan "Josh" Bullock, Lake Land College President, is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the ____ day of ____, 20__.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of _____, 20__.

Secretary, Board of Trustees

Exhibit A
SIXTH ADDENDUM TO **PRESIDENT’S** EMPLOYMENT AGREEMENT

This Sixth Addendum to President’s Employment Agreement is made on _____, 20__, by and between the Board of Trustees of Lake Land College District No. 517, Counties of Christian, Coles, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, hereinafter referred to as "Board" and Jonathan Bullock, hereinafter referred to as "President," and the Board and President sometimes collectively referred to as the "Parties", and amends the Employment Agreement executed on March 6, 2013, and as amended on April 13, 2015, March 12, 2018, September 9, 2019, September 14, 2020, and September 13, 2021.

WHEREAS, the Board and President entered into an Employment Agreement effective July 1, 2013 through June 30, 2016 (herein referred to as the "Agreement ") with such Agreement having been extended to June 30, 2024 by First, Second, Third, Fourth and Fifth Addendums to the Agreement.

WHEREAS, the Parties desire to extend the term of the President’s Agreement for three (3) additional years.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, the Parties hereto acknowledge and agree as follows:

1. The Board hereby extends the President’s employment for three (3) additional years, through June 30, 2025.

2. Section B.1. is modified by adding B.1.f. for the following additional benefit:

“The Board will provide the President, upon Board approval, reimbursement for expenses which are not covered by the President’s college-sponsored health insurance and are associated with the President participating in an annual ‘Executive Health’ physical and wellness program at the Mayo Clinic or similar program mutually agreed upon between the President and Board Chair. The President agrees to annually participate in this health and wellness program.”

3. All other terms and conditions in the President’s Employment Agreement shall remain in full force and effect, except as set forth in the Addendum entered into on April 13, 2015, the Second Addendum entered into on March 12, 2018, the Third Addendum entered into on September 9, 2019, the Fourth Addendum entered into on September 14, 2020 and the Fifth Addendum entered into on September 13, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20__.

PRESIDENT

BOARD

Dr. Jonathan "Josh" Bullock

BY: _____
Board Chair

ATTEST: _____

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
September 12, 2022**

The following employees are recommended for FMLA leave. Board policy 05.14.12.

Arena, Amanda	07/18/22-10/18/22 Intermittent
Carr, David	08/30/22-9/29/22
Pender, Diane	8/3/22-8/25/22

The following employee is recommended for General Leave of Absence/ Board policy 05.04.14

Pender, Diane	8/25/22-9/25/22
Tkachuk, Jerome	9/6/22-10/7/22

The following positions have been recommended by the Lake Land College President's Cabinet

Highway Construction Careers Training Program Coordinator	Level 13
---	----------

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Caldwell, Nicholas	Adjunct Faculty Social Science Division Primary Position Dual Credit Coordinator	8/22/22
Camfield, Jenny	Adj Reading Instructor Primary Position Adj Faculty Social Science	8/22/22
Estacio, Estiven	Tutor - BA Degree - Learning Asst Center Tutor - Bachelor's Disability Primary Position Print Shop Tech Asst	9/1/22 9/1/22
Fatheree, Dustyn	Adjunct Faculty Humanities Division Primary Position Student Life Specialist	8/22/22
Fisher, Kerry	Allied Health BNA Adjunct Faculty Allied Health BNA Clinical Instructor (hourly) Primary Position Dual Credit Instructor	8/22/22 8/22/22
Hodges, John	Director of Intramurals Primary Position Fitness Center Specialist	8/25/22
Hoots, Corbin	Tutor-Disability Services Primary Position Tutor - Student Lrng Asst	8/23/22
Horton, Jesse	IEL Instructor Primary Position Adj Faculty Social Science	8/22/22
Kaurin, Joy	Adj Reading Instructor Primary Position Trio SSS Advisor	8/22/22

Marino Lopez, Juliana	Lab Student Assistant	8/30/22
	Primary Position Covid Test Collection	
Murphy, Jacob	Adjunct Faculty Math and Science Division	8/22/22
	Primary Position Laboratory Supervisor	
Smith, Molly	Newspaper Editor - Student Newspaper	8/17/22
	Primary Position Adm & Rec Data Entry Asst	
Strohl, Maria	Allied Health Clinical Instructor (hourly)	7/11/22
	Primary Position Allied Health BNA Adj Fa	
Wilson, Chance	Tutor - BA Degree - Learning Asst Center	9/1/22
	Tutor - Bachelor's Disability	9/1/22
	Primary Position Tutor - Perkins - BA	

Part-time - Grant Funded

Reynolds, Theresa	Pathways Substitute Instructor	8/29/22
	Primary Position Pathways Classroom Asst	
Strode, Celestia	Tutor- Carl Perkins	6/1/22
	Primary Position Tutor-Student Community	

Unpaid/Volunteer

Black, Gabriel	Assistant Baseball Coach Volunteer	1/12/22
	Primary Position Print Shop Technician Asst	
Stevenson, Alexander	Assistant Baseball Coach Volunteer	8/31/22
	Primary Position Pt Groundskeeper	

Work Study

Pierson, Kadie	College Work Study - John Deere Ag Tech	8/26/22
	Primary Position Agriculture Education Intern	

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Alfauri, Hamza	Print Shop Technician Assistant	8/9/22
	Primary Position Tutor - Student Lrng Asst	

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Unpaid Volunteer		
Cox, Morgan	Dual Credit Instructor	8/17/22
Full-time		
Branson, Casey	Maintenance I	9/13/22
Breer, Morgan	Simulation Lab Coordinator	9/13/22

Part-time

Brock, Reese	Human Resources Assistant	8/22/22
Collie, Paige	Fitness Center Specialist	8/22/22
Dill, Gregory	Clinical Dentist	8/22/22
Donberger, Damian	Adjunct Faculty Technology Division	8/22/22
Dorman, Paul	Newspaper Editor - Student Newspaper	8/17/22
Heiser, Calista	Newspaper Editor - Student Newspaper	9/6/22
Hoots, Corbin	Tutor - Student Learning Assistance Center	8/23/22
Iheasi, Elfrieda	Bookstore Rush Worker	8/8/22
Lawyer, Jeffery	Commercial Driver Training Instructor	9/12/22
Nzeribe, Blessing	International Student Ambassador	8/15/22
Phinney-Schultz, Alyssa	Clinical Dentist	8/22/22
Rhine, Marina	Print Shop Technician Assistant	8/25/22
Stevenson, Alexander	Part-Time Groundskeeper	8/31/22
Tsysar, Svitlana	International Student Ambassador	8/29/22
Wines, Jeff	Police Officer	9/6/22

Part-time Grant Funded

Beltran, Mariah	Trio Destination College Intern	8/23/22
Flavin, Deborah	Adult Education Instructor	8/16/22
Reynolds, Theresa	Pathways Classroom Assistant	8/29/22
Wilson, Chance	Tutor - Perkins - Bachelor	9/1/22

College Work Study

Turner, Trinity	College Work Study - Student Life	8/22/22
Vonderheide, Anthony	College Work Study Radio TV	8/30/22
Wagner, Sophia	College Work Study - College Advancement	8/22/22

Terminations/Resignations**The following employees are terminating employment**

	Position	Effective Date
Full-time		
Johnson, Stephanie	Alternative Education Instructor	8/19/22
McPherson, Deborah	Correctional Office Assistant	7/29/22
Murray, Ginger	Associate Dean of Correctional Programs	8/19/22
Nau, Jessica	Correctional Commercial Custodial Instructor	7/28/22
Nead, Kaitlyn	Coordinator for Student Commun & Initiative	8/31/22
Temple, Benjamin	Engineering & Facilities Planning Technician	9/12/22
Urfer, Brent	Correctional Custodial Maintenance Instructor	7/22/22
Vancil, Jami	Correctional Office Assistant	8/12/22

Part-time

Cougill, Elizabeth	Dual Credit Program Assistant	8/19/22
Edwards, Kelby	Allied Health EMS Adjunct Faculty	8/12/22
Graziano, Amy	Adjunct Faculty Humanities Division	12/10/21
Hawf, Rachel	Library Assistant	9/1/22
Miller, Karla	Retiree Incentive Program	8/11/22
Ramage, Jacob	Library Assistant	7/21/22
Staley, Jennifer	Adult Education Welding Instructor	8/18/22
Strange, Peggy	Retiree Incentive Program	8/11/22
Voss, Ashley	Student Accommodations Graduate Assistant	5/13/22
Westcott, Robert	Technical Writer	5/20/22

Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time		
Craig, Bethany	Grants Writer and Coordinator Transferring from PT Grants Writer and Coor	9/13/22
Lash, Lara	Allied Health Instructor Transferring from Simulation Lab Coordinator	8/8/22
Zike, Philip	Technical Support Specialist II Transferring from Technical Support Specialist	9/19/22
Part-time		
Repking, Mackenzie	Allied Health Clinical Instructor (hourly) Transferring from Nursing Instructor	8/5/22
Thomas, Sarah	Print Shop Technician Assistant Transferring from Print and Courier Assistant	8/8/22